



March 1, 2024

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

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

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

Commissioners:

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

Proposed with an effective date of April 1, 2024, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect a new non-conforming transportation service agreement ("TSA") executed with Mieco LLC ("Mieco"). Additionally, EPNG is proposing to remove an expired agreement and update the headers for certain tariff records to correct an inaccurate agreement number.

Background

In February, EPNG conducted an open season for existing firm capacity between the Ryan Gulch receipt point located on TransColorado Gas Transmission Company LLC's ("TransColorado") pipeline system¹ and EPNG's BLANTRAN delivery point. In the open season, EPNG noted the applicability of an EPNG reservation rate as well as an additional reservation rate for its off-system capacity from TransColorado.² At the conclusion of the open season, Mieco was awarded capacity at the maximum reservation rate for EPNG and an additional discounted reservation rate for its off-system capacity under Section 4.9.³

¹ EPNG acquired this off-system capacity from TransColorado pursuant to Section 4.9 of the General Terms and Conditions ("GT&C") of EPNG's Tariff.

² Section 4.9 of the GT&C provides for the assessment of third-party charges associated with off-system capacity.

³ This off-system capacity includes TransColorado points that are identified in the Mieco TSA as the primary receipt point or certain alternate points.

Reason for Filing

Section 4.17 of the General Terms and Conditions (“GT&C”) of the Tariff allows EPNG and a shipper to agree to a discounted rate for any and all service applicable to any individual TSA between the minimum and maximum rates applicable to the underlying service.

As relevant here, EPNG’s form of service agreement applicable to Rate Schedule FT-1 (“Pro Forma”) allows for rate notes to specify discounted rates. The Mico TSA reflects the applicable discounted reservation rate as awarded from the open season in Note 1a of Exhibit B. The rate language shown in Note 1a, however, is modified to make clear that the discounted reservation rate charges are related to the off-system capacity pursuant to Section 4.9⁴ (as well as Section 4.17) and not related to the rates for EPNG’s system capacity.⁵ Although non-conforming, the rate provision shown in Note 1a is consistent with the intent of the Mico TSA, which was the result of an open season, and merely provides clarity on the applicable reservation rate. Therefore, EPNG requests the Commission accept this non-conforming provision as it does not provide any undue preference to Mico.

Description of Filing

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.⁶

The Table of Contents found in Part I, Section 1 and the index page for Part VII: Non-Conforming are updated to include references to Agreement No. 620365-FT1EPNG on the applicable list. Additionally, EPNG is proposing to remove from the lists an expired letter agreement with Southwest Gas Corporation (“SWG”) and to correct the agreement number applicable to Agreement No. 615490-FT1EPNG.

Part VII, Sections 10.0 through 10.2 are updated to include a copy of the Mico TSA and to remove the expired letter agreement with SWG.

The header shown for Part VII, Sections 111.0 through 111.2 is updated to reflect the correct agreement number of Agreement No. 615490-FT1EPNG. No other changes are included on these tariff records.

⁴ The discounted reservation rate related to the off-system capacity is subject to TransColorado’s minimum and maximum rates in accordance with Section 4.9 of the GT&C.

⁵ See Appendix B for a marked copy of the Mico TSA reflecting changes from the Pro Forma.

⁶ See 18 C.F.R. §§ 154.201 - 154.210 (2023) (Subpart C).

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁷ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, a marked version of the Miecو TSA reflecting changes from the Pro Forma;
- d) Appendix C, an executed copy of the Miecو TSA; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 1, 2024, which is not less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

Mr. David 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 (2023)).

⁷ 18 C.F.R. §§ 154.1 – 154.603 (2023).

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

Respectfully submitted,

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

By _____ /s/ _____
Shelly L. Busby
Director, Regulatory

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 1st day of March 2024.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming Agreement FilingThird Revised Volume No. 1APart I: Overview

Section 1	Table of Contents	Version 92.0.0
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Part VII: Non-Conforming Agreements (index)

Section 10	Mieco LLC #620365-FT1EPNG	Version 90.0.0
Section 10.1	Mieco LLC #620365-FT1EPNG Exhibit A	Version 8.0.0
Section 10.2	Mieco LLC #620365-FT1EPNG Exhibit B	Version 8.0.0
Section 111.0	Sempra Gas & Power Marketing #615490-FT1EPNG	Version 3.0.0
Section 111.1	Sempra Gas & Power #615490-FT1EPNG Exhibit A	Version 1.0.0
Section 111.2	Sempra Gas & Power #615490-FT1EPNG Exhibit B	Version 1.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: February 20, 2024

Transportation Service Agreement
Rate Schedule FT-1

Dated: February 20, 2024

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

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

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

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

TCD (Dth/d)	Time Period
49,665	April 1, 2024 - October 31, 2024

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

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

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

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

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

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

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

MIECO LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
MIECO LLC
 (Shipper)

Dated: February 20, 2024

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3				49,665	49,665	49,665	49,665	49,665	49,665	49,665				
TRANSPORTATION CONTRACT DEMAND								49,665	49,665	49,665	49,665	49,665	49,665	49,665				

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
MIECO LLC
 (Shipper)

Dated: February 20, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</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	See ¶11	(1) (1a)				

**EXHIBIT B
(CONT.)**

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
	42223 YELLOW JACKET PASS						
	42235 LOVE RANCH						
	40379 HARE CANYON						
302347 STML SJN	36106 TRANSWESTERN	See ¶11	(1) (1a)				
302344 STML ANA	BLANCO						
302346 STML PER	332569 DAGMOJ						
43886 RYAN GULCH	314513 ICANUTE						
42235 LOVE RANCH	334834 IREDBULL						
40237 GREASEWOOD	305421 INNDUMAS						
332569 DAGMOJ	301360 IBIGBLUE						
301016 DSCALEHR	54316 DPHPWAHA						
301693 INORBAJA	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
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	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**EXHIBIT B
(CONT.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported. ~~The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.~~
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Appendix C

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7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
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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.

MIECO LLC

DANIEL J TYGRET

Ana Hernandez

DIRECTOR-ASSET OPTIMIZ

Trader

Accepted and agreed to this

Accepted and agreed to this

23 February
____ day of _____, 2024.

23 February
____ day of _____, 2024.

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**EXHIBIT B
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Notes:

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

ACA:

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

Clean Tariff Section(s)

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Part VII: Non-Conforming Agreements

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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
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

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Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
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Part VII: Non-Conforming Agreements (Continued)

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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
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Part VII: Non-Conforming Agreements (Continued)

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Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG

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
Mieco LLC FT-1 Agreement #620365-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
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
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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
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 #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
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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.

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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
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: February 20, 2024

Agreement No. 620365-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 20, 2024

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

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

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

Agreement No. 620365-FT1EPNG

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

TCD (Dth/d)	Time Period
49,665	April 1, 2024 - October 31, 2024

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

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

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

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

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

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

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

MIECO LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

Agreement No. 620365-FT1EPNG

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

Dated: February 20, 2024

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3				49,665	49,665	49,665	49,665	49,665	49,665	49,665				
TRANSPORTATION CONTRACT DEMAND								49,665	49,665	49,665	49,665	49,665	49,665	49,665				

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. 620365-FT1EPNG

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

Dated: February 20, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</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	See ¶11	(1) (1a)				

Agreement No. 620365-FT1EPNG

**EXHIBIT B
 (CONT.)**

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
302347 STML SJN	42223 YELLOW JACKET						
302344 STML ANA	PASS						
302346 STML PER	42235 LOVE RANCH						
43886 RYAN GULCH	40379 HARE CANYON						
42235 LOVE RANCH	36106 TRANSWESTERN	See ¶11	(1)	(1a)			
40237 GREASEWOOD	BLANCO						
332569 DAGMOJ	332569 DAGMOJ						
301016 DSCALEHR	314513 ICANUTE						
301693 INORBAJA	334834 IREDBULL						
	305421 INNDUMAS						
	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

Agreement No. 620365-FT1EPNG

**EXHIBIT B
(CONT.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615490-FT1EPNG

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
 Ending: September 30, 2026

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

To Shipper:
 SEMPRA GAS & POWER MARKETING, LLC
 488 8th Ave HQ 11N1
 San Diego, CA 92101
 Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).
- If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).
- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615490-FT1EPNG

17. **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.

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. 615490-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)
 Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310									25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519				
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127			
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890					
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500			

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127			
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500			

Ex. A-1

Agreement No. 615490-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)
 Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Ex. A-2

Agreement No. 615490-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

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

Ex. A-3

Issued on: March 1, 2024

Effective on: April 1, 2024

Agreement No. 615490-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(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 \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 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 \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

Ex. B-1

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

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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

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Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
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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
~~Mieco LLC FT-1 Agreement #620365-FT1EPNG~~
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
~~Southwest Gas Corporation 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)

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

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

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

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

Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG

Pioneer Natural Resources USA, Inc. #FT3HH000

Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG

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

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

Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG

Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG

Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG

Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG

Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG

Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG

Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (Continued)

Sempra Gas & Power Marketing, LLC FT-1 Agreement #61549940-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
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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
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Section 9	EWM P1, LLC #FT3FM000
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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-OPASEPNG
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 #61549940-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



~~March 18, 2021~~

~~Mr. John Olenick
Director, Gas Supply
Southwest Gas Corporation
5241 Spring Mountain Road
Las Vegas, Nevada 89150-0002~~

~~Re: Temporary Changes in Contract Delivery Pressures, Maximum Delivery Obligations, and Maximum Hourly Obligations~~

~~Dear John:~~

~~As you know, Southwest Gas Corporation ("Southwest Gas") previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. ("El Paso") effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 City Gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Southwest Gas additionally requested that El Paso temporarily increase Southwest Gas' Maximum Delivery Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at El Paso's Lateral No. 25 City Gate and at El Paso's Glendale Airport Delivery (El Paso Meter PIN 314967).~~

~~After negotiations, El Paso and Southwest Gas entered into a letter agreement dated February 23, 2018, which was filed with the Federal Energy Regulatory Commission ("FERC") on March 1, 2018, and accepted by FERC in an unpublished letter order issued in Docket No. RP18-535-000 on March 19, 2018. Since that time, El Paso and Southwest Gas have executed two agreements to extend the time of the temporary delivery pressure reductions and MDO and MHO increases discussed in Section 1a below because of delays in the pipeline safety work.¹ The most recent of those two agreements is dated March 25, 2020 ("March 2020 Letter Agreement"), which remains in effect through March 31, 2021.~~

~~Recently, Southwest Gas requested to extend the March 2020 Letter Agreement because of further delays in the pipeline safety work including those caused by the wide spread of COVID-19. El Paso is again amenable to accommodate this latest request. As a result, this letter agreement ("Agreement") sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a "Party" and collectively as the "Parties".~~

~~In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:~~

~~1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.**~~

- ~~a. Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the March 2020 Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:~~

~~¹ Those two agreements were filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order). In addition, on October 29, 2019, El Paso and Southwest Gas amended and replaced the then-effective agreement dated March 21, 2019 (filed in Docket No. RP19-942-000) to include new agreements that had been executed to replace certain of the agreements listed in Section 1 of the March 21, 2019 agreement. The October 2019 agreement also was filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP20-114-000 (Nov. 19, 2019) (unpublished letter order).~~

~~Letter Agreement
March 18, 2021
Page 2 of 5~~

- ~~i. temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and~~
 - ~~ii. temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and~~
 - ~~iii. temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and~~
 - ~~iv. temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 City Gate in accordance with the schedule set forth in Attachment A.~~
- ~~b. The temporary operational changes described in Section 1a will modify the obligations of the Parties under the following agreements:~~

~~Transportation Service Agreements:~~

~~616139-FH3EPNG
613810-FT1EPNG
613811-FT1EPNG
613819-FT1EPNG
616140-FT1EPNG
613823-FH3EPNG
FT28M000-FTAEPNG~~

~~Operator Point Aggregation Service Agreement:~~

~~613880-OPASEPNG~~

- ~~2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2022. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.~~

Letter Agreement
March 18, 2024
Page 3 of 5

- ~~3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to obligate El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso's FERC Gas Tariff as approved by FERC, as amended or superseded from time to time ("El Paso's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso's Tariff.~~
- ~~4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.~~
- ~~5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.~~
- ~~6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.~~
- ~~7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.~~
- ~~8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.~~
- ~~9. **Execution of Agreement in Counterparts and Electronical Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.~~

Letter Agreement
March 18, 2024
Page 4 of 5

~~Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.~~

~~Sincerely,~~

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

~~Damon McEnaney
Account Director~~

ACCEPTED AND AGREED TO

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

~~Southwest Gas Corporation~~

~~Signature: _____~~

~~Signature: _____~~

~~Name: _____~~

~~Name: _____~~

~~Title: _____~~

~~Title: _____~~

~~Date: _____~~

~~Date: _____~~

Agreement No. 620365-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC

(Shipper)

Dated: February 20, 2024

Agreement No. 620365-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 20, 2024

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

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

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

Agreement No. 620365-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u>	<u>Time Period</u>
<u>(Dth/d)</u>	
<u>49,665</u>	<u>April 1, 2024 - October 31, 2024</u>

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

12. Notices, Statements, and Bills:

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

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

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

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

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

Accepted and agreed to this _____ Accepted and agreed to this _____

_____ day of _____, 2024. _____ day of _____, 2024.

Letter Agreement
 March 18, 2024
 Page 5 of 5

Attachment A
MDO (in Dth per Day)
Effective Date through March 31, 2022

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	19,313	18,664	10,995	16,800	15,400	13,917	13,917	13,917	15,334	16,834	10,778	19,024
Lateral 25 City Gate (330249)	5,924	5,924	5,924	17,064	15,494	23,019	28,729	28,780	27,174	28,419	5,922	5,924

MHO (in Dth per Hour)
Effective Date through March 31, 2022

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	1,004	987	629	761	644	582	582	582	641	704	641	989
Lateral 25 City Gate (330249)	308	314	339	773	648	962	1,201	1,203	1,135	1,188	352	308

Agreement No. 620365-FT1EPNG

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

Dated: February 20, 2024

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3				49.665	49.665	49.665	49.665	49.665	49.665	49.665				
TRANSPORTATION CONTRACT DEMAND								49.665	49.665	49.665	49.665	49.665	49.665	49.665				

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. 620365-FT1EPNG Reserved

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

Dated: February 20, 2024

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate</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>See ¶11</u>	<u>(1) (1a)</u>				

Agreement No. 620365-FT1EPNG

EXHIBIT B
(CONT.)

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
	<u>300716 BLANTRAN</u>						
	<u>300726 BONDTRAN</u>						
	<u>300729 BONSTRAN</u>						
	<u>302136 KEYTRAN</u>						
	<u>302407 WAHATRAN</u>						
	<u>301595 IKEYSTOR</u>						
	<u>301016 DSCALEHR</u>						
	<u>301693 INORBAJA</u>						
	<u>314350 INGPLMOR</u>						
	<u>314604 DPG&ETOP</u>						
	<u>332503 DSCALTOP</u>						
	<u>332554 KRAMER</u>						
	<u>332531 SOCWR</u>						
	<u>314347 INWPLBLA</u>						
	<u>301881 ITCOLBLA</u>						
	<u>41781 DARK CANYON</u>						
<u>302347 STML SJN</u>	<u>42223 YELLOW JACKET</u>						
<u>302344 STML ANA</u>	<u>PASS</u>						
<u>302346 STML PER</u>	<u>42235 LOVE RANCH</u>						
<u>43886 RYAN GULCH</u>	<u>40379 HARE CANYON</u>						
<u>42235 LOVE RANCH</u>	<u>36106 TRANSWESTERN</u>	<u>See ¶11</u>		<u>(1)</u>	<u>(1a)</u>		
<u>40237 GREASEWOOD</u>	<u>BLANCO</u>						
<u>332569 DAGMOJ</u>	<u>332569 DAGMOJ</u>						
<u>301016 DSCALEHR</u>	<u>314513 ICANUTE</u>						
<u>301693 INORBAJA</u>	<u>334834 IREDBULL</u>						
	<u>305421 INNDUMAS</u>						
	<u>301360 IBIGBLUE</u>						
	<u>54316 DPHPWAHA</u>						
	<u>53626 STERLING</u>						
	<u>53595 BENEDUM</u>						
	<u>53931 WAHA BI-DI ROLLUP</u>						
	<u>301560 IGRAMARI</u>						
	<u>49748 DPECSTRL</u>						
	<u>314430 INN30PLA</u>						
	<u>314442 INNWAHA</u>						
	<u>300705 ANADTRAN</u>						
	<u>50540 IAGUABLA</u>						
	<u>43886 RYAN GULCH</u>						
	<u>302075 IWESTARW</u>						
	<u>301717 IIGNACIO</u>						
	<u>302250 PLNSTRAN</u>						

Agreement No. 620365-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615490-FT1EPNG

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
 Ending: September 30, 2026

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

To Shipper:
 SEMPRA GAS & POWER MARKETING, LLC
 488 8th Ave HQ 11N1
 San Diego, CA 92101
 Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).
- If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).
- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615490-FT1EPNG

17. **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.

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. 615490-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)
 Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310									25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519				
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127			
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890					
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500			

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127			
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500			

Ex. A-1

Agreement No. 615490-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)
 Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Ex. A-2

Agreement No. 615490-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

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

Ex. A-3

Issued on: March 1, 2024

Effective on: April 1, 2024

Agreement No. 615490-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(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 \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 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 \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

Ex. B-1

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2