



March 26, 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 Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP24-_____

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed below for inclusion in Part VII of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff").

Section 3.0	Phillips 66 Energy Trading LLC #619809-FT1EPNG	Version 6.0.0
Section 3.1	Phillips 66 Energy #619809-FT1EPNG Exhibit A	Version 6.0.0
Section 3.2	Phillips 66 Energy #619809-FT1EPNG Exhibit B	Version 8.0.0

Proposed with an effective date of May 1, 2024, these tariff records reflect an amendment to an existing non-conforming transportation service agreement ("TSA") executed with Phillips 66 Energy Trading LLC ("Phillips") (referred to herein as the "Amendment").

Reason for Filing

EPNG's Tariff includes Agreement No. 619809-FT1EPNG, a non-conforming agreement with Phillips with a term of October 27, 2023 through April 30, 2024 and a transportation contract demand ("TCD") of 35,000 dekatherms per day. This agreement is subject to a fixed negotiated reservation rate and includes a previously accepted non-conforming provision.¹ Specifically, the non-conforming provision addresses the delivery pressure that applies based on the underlying maximum delivery quantity ("MDQ").

Recently, EPNG and Phillips agreed to amend the existing non-conforming TSA to extend all of the underlying capacity for an additional ten years with the

¹ *El Paso Natural Gas Co.*, Docket No. RP09-432-000 (Mar. 25, 2009) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP23-1065-000 (Oct. 18, 2023) (unpublished letter order).

amendment to begin on May 1, 2024 and extend through April 30, 2034. The Amendment reflects a change from the existing fixed negotiated reservation rate to the applicable maximum tariff rate for the term of the Amendment. Further, the Amendment continues to reflect the same non-conforming pressure provision as the existing Phillips TSA.² Given that the pressure language is the sole non-conforming provision in the Amendment and remains unaltered since the Commission's previous acceptance, EPNG has not described such provision in this instant filing and is submitting the Amendment to reflect the updated terms of the agreement in its Tariff.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.³

Part VII, Sections 3.0 through 3.2 are updated to reflect the amendment of Agreement No. 619809-FT1EPNG.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁴ EPNG is submitting an eTariff XML filing package, which includes the following:

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

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

² See footnote 2 of Exhibit A in the Amendment.

³ See 18 C.F.R. §§ 154.201 - 154.210 (2023) (Subpart C).

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

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)).

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, CO as of this 26th day of March 2024.

/s/

Shelly L. Busby

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

Appendix A

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: November 2, 2023

Transportation Service Agreement
Rate Schedule FT-1

Dated: November 2, 2023

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

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

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

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

TCD (Dth/d)	Time Period
35,000	May 1, 2024 – April 30, 2034

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, 2034

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

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

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 619809-FT1EPNG, originally dated on September 22, 2023.

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

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

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

PHILLIPS 66 ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

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

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

Dated: November 2, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: May 1, 2024 - April 30, 2034

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

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; ~~provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~ The following contract pressures for Transporter's facilities at IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be Transporter's line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: November 2, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	May 1, 2024 - April 30, 2034				

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.
- 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 B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: November 2, 2023

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Rate Schedule FT-1

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

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

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

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

TCD	Time Period
(Dth/d)	
35,000	May 1, 2024 – April 30, 2034

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, 2034

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

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

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

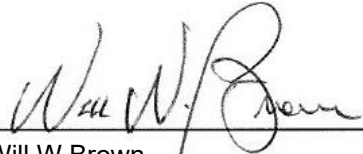
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14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject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

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


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

PHILLIPS 66 ENERGY TRADING LLC



Will W Brown

VP - Commercial



MACK A. HUGHES

SVP COMMERCIAL

Accepted and agreed to this

Accepted and agreed to this

13th day of December, 2023.

13th day of DECEMBER, 2023.

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

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

Dated: November 2, 2023

Shipper's Transportation Contract Demand: See ¶110
 Effective Dates: May 1, 2024 - April 30, 2034

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

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

EXHIBIT B

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 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: November 2, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	May 1, 2024 - April 30, 2034				

Notes:

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

Clean Tariff Section(s)

Firm Transportation Service Agreement

Rate Schedule FT-1

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And

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TCD (Dth/d)	Time Period
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EL PASO NATURAL GAS COMPANY, L.L.C.

PHILLIPS 66 ENERGY TRADING LLC

Accepted and agreed to this

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_____ day of _____, 2023.

_____ day of _____, 2023.

Agreement No. 619809-FT1EPNG

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

 between
EL PASO NATURAL GAS COMPANY, L.L.C.
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Dated: November 2, 2023

Shipper's Transportation Contract Demand: See ¶10
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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/
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TRANSPORTATION CONTRACT DEMAND					35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000		

Notes:

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

Ex. A-1

Agreement No. 619809-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: November 2, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	May 1, 2024 – April 30, 2034				

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

ACA:

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

Ex. B-1

Marked Tariff Section(s)

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: ~~September 22~~November 2, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~September 22~~ November 2, 2023

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

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

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

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No ~~No~~

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

TCD (Dth/d)	Time Period
35,000	October 27, 2023 <u>May 1, 2024</u> – April 30, 2023 4

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, ~~2024~~2034

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

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

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

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 619809-FT1EPNG, originally dated on September 22, 2023.~~N/A.~~

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

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

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

PHILLIPS 66 ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

Agreement No. 619809-FT1EPNG

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

Dated: ~~September 22~~November 2, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: ~~See ¶11~~May 1, 2024 – April 30, 2034

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

Notes:

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

Ex. A-1

Agreement No. 619809-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: ~~September 22~~November 2, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11 <u>May 1, 2024 – April 30, 2024</u>	(1a)			
<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 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302344 STML PER 302346 STML SJN 302347 STML ANA	314852 IPHHUTCH 302075 IWESTARW 301701 IOASISWA 301621 ILONEWA 301945 IVALEROW	See ¶11	—(1a)			

Notes:

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$6.6917 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

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

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

ACA:

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

Ex. B-2