

May 1, 2024

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Update; El Paso Natural Gas Company, L.L.C.; Docket No. RP24-_____

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"). Proposed with an effective date of June 1, 2024, these tariff records reflect amendments to four existing non-conforming transportation service agreements ("TSAs") executed with Arizona Electric Power Cooperative, Inc. ("AEPCO") (referred to herein as the "2024 Amendments").

Background

EPNG's Tariff includes Agreement Nos. FT3EH000, FT3EJ000, H822F000 and H222V000,¹ non-conforming negotiated rate agreements that each reflect a varying transportation contract demand with a term that extends through October 31, 2024 ("AEPCO TSAs"). Additionally, each of these TSAs include a previously accepted non-conforming provision.² Specifically, the non-conforming provision states the inapplicability of Article XI of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 to the underlying agreement.³

In 2022, EPNG and AEPCO agreed to amend the AEPCO TSAs to extend the underlying capacity for an additional thirty years with the amendments to

¹ Agreement Nos. FT3EH000, FT3EJ000, H822F000 and H222V000 are currently designated as FT3EH000-FT1EPNG, FT3EJ000-FT1EPNG, H822F000-FH8EPNG and H222V000-FH12EPNG, respectively.

² See El Paso Natural Gas Co., Docket No. RP15-615-000 and RP15-615-001 (Mar. 25, 2015) (unpublished letter order).

³ The settlement filed in Docket No. RP95-363-000 ("1996 Settlement"), *inter alia*, established rate certainty for a ten-year period and a risk and revenue sharing mechanism for unsubscribed capacity resulting from contract terminations. Further, Article XI of the 1996 Settlement included provisions applicable to firm shippers with TSAs that were in effect on December 31, 1995 and that remained in effect, in their present form or as amended, in the post-1996 Settlement period (*i.e.*, after December 31, 2005).

become effective on November 1, 2024 and continue through October 31, 2054 ("2022 Amendments"). Those amendments each reflected a new fixed negotiated reservation rate, a contractual right of first refusal, and two non-conforming provisions.⁴

Reason for Filing

Recently, EPNG and AEPCO agreed to amend the AEPCO TSAs to address a new delivery meter station (i.e., the Apache II Meter Station) that will be constructed on EPNG's Line Nos. 1100 and 1103 in Cochise County, Arizona.⁵ Given that the anticipated in-service date of the Apache II Meter Station is June 1, 2024 and pre-dates the commencement of the 2022 Amendments, the 2024 Amendments reflect the provisions agreed to for the 2022 Amendments as well as those necessary to support the Apache II Meter Station.⁶ Specifically, the 2024 Amendments reflect new fixed negotiated reservation rates, non-conforming provisions, and a contractual ROFR. Additionally, the parties took this opportunity to update the agreements for alignment with the current form of service agreement under Rate Schedule FT-1 or Rate Schedule FT-H ("Pro Forma"), as applicable. Therefore, in accordance with Section 154.112(b) of the Commission's regulations⁷ and the Commission's policy statement regarding negotiated rates,⁸ EPNG is submitting the 2024 Amendments for the Commission's review and acceptance.

Description of 2024 Amendments

Construction of Apache II Meter Station

Paragraph 5 of the Pro Forma reflects certain provisions that may be included in a TSA when service involves the construction of facilities. Among these provisions is an acknowledgment that the construction of additional facilities is required in order to provide transportation service to the shipper. Moreover, paragraph 5 of the Pro Forma provides that EPNG's obligations under the TSA are subject to the satisfaction of certain conditions.

⁴ Taking into account the effective date of the 2022 Amendments (i.e., November 1, 2024) and the Commission's notice requirements for tariff filings, such agreements were not submitted to the Commission for review and acceptance prior to the submission of this instant filing.

⁵ EPNG is constructing the Apache II delivery meter utilizing its blanket construction authorization as authorized in Docket No. CP82-435-000. The new delivery meter will be incorporated into AEPCO's existing DAEPCWIL delivery code (PIN 300754).

⁶ Consequently, the 2024 Amendments supersede and cancel the AEPCO TSAs and 2022 Amendments in their entirety.

⁷ 18 C.F.R. § 154.112(b) (2023).

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

Paragraph 5 of the 2024 Amendments states that EPNG will construct additional facilities in order to provide transportation service to AEPCO through the construction of the Apache II Meter Station. Further, on the in-service date of the project facilities, the conditions related to the construction of the meter will no longer apply. Given that the construction of the Apache II Meter Station will occur under EPNG's blanket construction authorization, EPNG and AEPCO agreed to tailor certain construction provisions in the 2024 Amendments to align with the scope of the project. The modifications to the Pro Forma construction language simply clarify the applicable project facilities and define the in-service date for purposes of the agreement. Such modifications do not provide AEPCO any undue preference.

Article XI of the 1996 Settlement

Consistent with the AEPCO TSAs, the 2024 Amendments continue to address the inapplicability of Article XI of the 1996 Settlement in paragraph 15 of the underlying TSA. With the 2024 Amendments, EPNG and AEPCO agreed to a minor update of the previous non-conforming provision simply to confirm that such provision continues to apply to the 2024 Amendments. In particular, the provision states that any and all rights and obligations under Article XI of the 1996 Settlement will not apply now or in the future to AEPCO. Additionally, Article XI and any rights and obligations under that article do not apply now or in the future to the underlying agreement or to any other agreement that is or may be held at any time by AEPCO, its assignees or successor-in-interests.

Negotiated Rates

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and AEPCO agreed to negotiated reservation rates for the 2024 Amendments that vary depending on the time period to which they apply. Additionally, the underlying negotiated reservation rate will apply to the alternate points specified in the agreement for the same time period as the associated primary-to-primary point transactions. Given the complexity of the time periods and applicable rates, EPNG and AEPCO agreed to reflect such information on a series of separate Exhibit Bs (i.e., B-1, B-2 and so on) for purposes of clarity only. Except where indicated in this instant filing, the format and footnotes shown on the Exhibit Bs of the 2024 Amendments conform to the relevant Pro Forma.⁹

Non-Conforming Rate Provision Applicable to Point Redesignations

Section 8.1(f)(iii) of the GT&C currently provides firm shippers the right to request a temporary or permanent redesignation of primary point rights to any rate

⁹ See Appendix B for the non-conforming provisions reflected in the 2024 Amendments.

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

The 2024 Amendments contain language in Exhibit B (i.e., B-3 and B-4), Note 1a, stating that the underlying negotiated reservation rate will apply to any EPNG point listed in Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or those requiring Third Party Charges pursuant to Section 4.9 of the GT&C, that is redesignated as a primary point.¹⁰ Although this language is non-conforming, it relates to the negotiated rate in that the parties have agreed to apply the same negotiated rate to the specified points in the event of a point redesignation. As shown on Exhibit B of each TSA, this rate application will be in effect from November 1, 2024 through October 31, 2039. EPNG respectfully requests the Commission accept this non-conforming rate provision in each agreement.¹¹

Tariff Records

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.¹²

Part I, Section 1 reflects updates to the Tariff Table of Contents for the contract number extensions (e.g., -FT1EPNG) applicable to the 2024 Amendments. Similarly, the index page for Part VII is modified to reflect the updated contract numbers as well.

Part VII, Sections 14.0 - 15.2 and 17.0 - 18.2 are updated to reflect the 2024 Amendments.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹³ EPNG is submitting an eTariff XML filing package, which includes the following:

a) a transmittal letter;

¹⁰ Any redesignation request made by AEPCO must be made in accordance with the requirements of EPNG's Tariff at the time of the request.

¹¹ This provision is similar to other rate provisions previously reviewed and accepted by the Commission. *See, e.g., El Paso Natural Gas Co.*, Docket No. RP23-938-000 (Aug. 24, 2023) (unpublished letter order) and RP22-1250-000 (Oct. 25, 2022) (unpublished letter order).

¹² See 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

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

- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, marked copies of the Amendments against the Pro Forma;
- d) Appendix C, executed copies of the Amendments; and
- e) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on June 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.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. BusbyMr. Tim CroninDirector, RegulatoryAssistant General CounselEl Paso Natural Gas Company, L.L.C.El Paso Natural Gas Company, L.L.C.Post Office Box 1087Post Office Box 1087Colorado Springs, CO 80944-1087Colorado Springs, CO 80944-1087Telephone: (719) 520-4657Telephone: (719) 520-4290EPNGRegulatoryAffairs@kindermorgan.comTim Cronin@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.

/s/____

Ву_____

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 May 2024.

<u>/s/</u> Shelly L. Busby

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

Appendix A

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

Third Revised Volume No. 1A

Part I: Overview Section 1

Section 1 Table of Contents

Version 93.0.0

Part VII: Non-C	conforming Agreements (index)	Version 91.0.0
Section 14.0 A	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG	Version 3.0.0
	Arizona Electric Power #FT3EH000-FT1EPNG Exhibit A	Version 3.0.0
Section 14.2 A	Arizona Electric Power #FT3EH000-FT1EPNG Exhibit B	Version 3.0.0
	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG	Version 3.0.0
Section 15.1 A	Arizona Electric Power #FT3EJ000-FT1EPNG Exhibit A	Version 3.0.0
Section 15.2 A	Arizona Electric Power #FT3EJ000-FT1EPNG Exhibit B	Version 3.0.0
	Arizona Electric Power Coop. #H222V000-FH12EPNG	Version 3.0.0
	Arizona Electric Power #H222V000-FH12EPNG Exhibit A	Version 3.0.0
Section 17.2 A	Arizona Electric Power #H222V000-FH12EPNG Exhibit B	Version 3.0.0
	Arizona Electric Power Coop. #H822F000-FH8EPNG	Version 3.0.0
	Arizona Electric Power #H822F000-FH8EPNG Exhibit A	Version 3.0.0
Section 18.2 A	Arizona Electric Power #H822F000-FH8EPNG Exhibit B	Version 3.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC regulatory authorizations necessary for the Project Facilities certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities additional 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 <u>Project Facilities</u>additional facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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

TCD (Dth/d)	Time Period
7,175	January
7,189	February
6,945	March
6,111	April
7,936	May
10,998	June
9,192	July
11,336	August
15,334	September
16,367	October
6,698	November
7,180	December

11.	Term of Firm Transportation Service:	Beginning:	June 1, 2024
		Ending:	October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EH000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EH000-FT1EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

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 ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximu	m Quantity	/-D-Code (I	Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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	DAEPCWIL	300754	CC1	485	489	464	395	480	634	500	621	979	1,042	440	483		
BONDADST	300724	DAEPCWIL	300754	CC1	109	110	104	90	109	147	117	144	225	233	97	107		
BLANCO	300714	DAEPCWIL	300754	NS1	281	292	308	252	417	619	492	623	679	615	290	276		
BONDADST	300724	DAEPCWIL	300754	NS1	63	66	68	57	94	144	114	146	156	137	64	61		
BLANCO	300714	DAEPCWIL	300754	NS3	2,619	2,627	2,581	2,361	3,095	4,350	3,686	4,520	6,031	6,423	2,509	2,642		
BONDADST	300724	DAEPCWIL	300754	NS3	589	592	577	537	708	1,011	859	1,055	1,387	1,441	558	586		
KEYSTONE	302132	DAEPCWIL	300754	SS1	486	500	433	322	345	353	270	344	522	700	384	502		
WAHA	302404	DAEPCWIL	300754	SS1	2,543	2,513	2,410	2,097	2,688	3,740	3,154	3,883	5,355	5,776	2,356	2,523		
TRANSPORTA	TION CONT	RACT DEMAND)	1	7,175	7,189	6,945	6,111	7,936	10,998	9,192	11,336	15,334	16,367	6,698	7,180		

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<u>, B-1</u>

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	S	Reservation R	ate 1/ Usage R	Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/20 does not occur before 10/3 from 6/1/2024 through the Day before the ISD or 1	31/2024, then earlier of the	1a/	1/		2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
Receipt Point(s) / Location(s) 302347 STML SJN 302344 STML ANA 302346 STML PER		300754 DAEPCWIL	or if the ISD before 10/31/2 6/1/2024 throu the Day befo	rs after 6/1/2024 does not occur 2024, then from igh the earlier of ore the ISD or 1/2024	1a/	1/	2/	3/

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 \$11.7986 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.

EXHIBIT B<u>, B-1</u> (CONT.)

Notes:

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:

EXHIBIT B<u>, B-2</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates Rese	rvation Rate 1/	Usage Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/	1/	2/	3/
Primary and A	Alternate	Primary and Alternate					
Receipt Point(s) /	Location(s)	Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate	1/ Usage Rate	Fuel	Surcharges

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.
- 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 \$13.8943 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:

EXHIBIT B<u>, B-3</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	S	Reservation Rat	te 1/ Usage R	ate Fu	uel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) Period A does not apply, of Years minus the number represented by Period A, if apply ("Period E	or 2) ten (10) of Months Period A does	1c/	2	2/	3/	
Primary and A Receipt Point(s)		Primary and Alternate Delivery Point(s) / Location(s)	Effecti	ive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
Receipt Point(s) / Location(s) All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		All EPNG Delivery Points except those requiring				~		Garonargoo

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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>, B-4</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Ra	nte 1/ Usage I	Rate Fi	uel	Surcharges	
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of through 10/31/2039		1d/	1/	2	2/	3/	
Primary and Alte Receipt Point(s) / Le		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges	
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery		the last Day of ugh 10/31/2039	1d/	1/	2/	3/	

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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>, B-5</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

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:

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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 additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC regulatory authorizations necessary for the Project Facilitiescertificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilitiesadditional 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 <u>Project Facilities</u>additional facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
2,407	January
2,403	February
2,590	March
7,646	April
15,189	May
11,827	June
13,633	July
11,489	August
7,491	September
7,165	October
2,514	November
2,406	December

11.	Term of Firm Transportation Service:	Beginning:	June 1, 2024
		Ending:	October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. Effect on Prior Agreement(s): On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EJ000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EJ000-FT1EPNG, dated September 21, 2022.
- 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.)
- Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 15. Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

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 ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximu	m Quantity	/-D-Code (I	Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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	DAEPCWIL	300754	CC1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	300724	DAEPCWIL	300754	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	300714	DAEPCWIL	300754	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	300724	DAEPCWIL	300754	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	300714	DAEPCWIL	300754	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	300724	DAEPCWIL	300754	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	302132	DAEPCWIL	300754	SS1	164	167	162	5,139	11,516	5,736	5,524	5,181	3,034	306	143	168		
WAHA	302404	DAEPCWIL	300754	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORTAT	TION CONT	RACT DEMAND)	ı	2,407	2,403	2,590	7,646	15,189	11,827	13,633	11,489	7,491	7,165	2,514	2,406		

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<u>, B-1</u>

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	es	Reservation R	ate 1/ Usag	ge Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/20 does not occur before 10/3 from 6/1/2024 through the Day before the ISD or 1	31/2024, then e earlier of the	1a/		1/	2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective I	Dates	Reservation Rate 1.	/ Usage Rate	Fuel	Surcharges

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 \$11.7942 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.

EXHIBIT B<u>. B-1</u> (CONT.)

Notes:

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:

EXHIBIT B<u>, B-2</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates Rese	ervation Rate 1/	Usage Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/	1/	2/	3/
Primary and A	A lto mo o to						
Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate	1/ Usage Rate	Fuel	Surcharges

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.
- 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 \$13.8899 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:

EXHIBIT B<u>. B-3</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	S	Reservation Ra	te 1/ Usage R	Pate F	uel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) Period A does not apply, of Years minus the number represented by Period A, if apply ("Period E	or 2) ten (10) r of Months Period A does	1c/	1/		2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rat Willcox Lateral Points) or Third Charges pursu	eipt Points equiring tes (e.g., I Receipt d Party	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C	10/31/2034, if F apply, or 2) t minus the nur	rough either: 1) Period A does not ten (10) Years nber of Months by Period A, if	1c/	1/	2/	3/

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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>. B-4</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Ra	ate 1/	Usage Rate	ə Fu	el	Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day o through 10/31/2039	1d/		1/		/	3/	
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effec	tive Dates	Reservation R	Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rate Willcox Lateral Points) or Third Charges pursua Section 4.9 of T Tariff	quiring es (e.g., Receipt I Party ant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		er the last Day of ough 10/31/2039	1d/		1/	2/	3/

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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 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. <u>The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.</u>
- 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:

EXHIBIT B<u>, B-5</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

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:

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

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

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC regulatory authorizations necessary for the Project Facilities certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities additional 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 <u>Project Facilities</u>additional facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____
- 10. Transportation Contract Demand ("TCD"):

TCD (Dth/d) 1,535

8,553

Time Period

November - March April - October

11. *Term of Firm Transportation Service:* Beginning: June 1, 2024 Ending: October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H822F000, originally dated April 1, 2015, and Transporter's Agreement No. H822F000-FH8EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

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

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

EXHIBIT A

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

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

						Maximum Quantity-D-Code (Dth/d) 1/												
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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/
KEYSTONE	302132	DAEPCWIL	300754	SS1	910	915	932	5,323	5,418	5,530	5,506	5,515	5,371	6,904	927	916		
WAHA	302404	DAEPCWIL	300754	SS1	625	620	603	3,230	3,135	3,023	3,047	3,038	3,182	1,649	608	619		
TRANSPORTAT		RACT DEMAND			1,535	1,535	1,535	8,553	8,553	8,553	8,553	8,553	8,553	8,553	1,535	1,535		

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<u>. B-1</u>

To The

Firm Hourly Transportation Service Agreement Rate Schedule FT-H

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation Ra	ate 1/ Usage	e Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/20 does not occur before 10/3 from 6/1/2024 through the Day before the ISD or 1	81/2024, then earlier of the	1a/	1	1	2/	3/
Primary and A		Primary and Alternate						
Receipt Point(s) /	Location(s)	Delivery Point(s) / Location(s)	Effective D	Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.5885 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.

EXHIBIT B<u>. B-1</u> (CONT.)

Notes:

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:

EXHIBIT B<u>, B-2</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates Rese	ervation Rate 1/	Usage Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/	1/	2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 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 \$25.6842 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:

EXHIBIT B<u>, B-3</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation Ra	te 1/ Usage Ra	ate F	uel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")		1c/	1/	:	2/	3/
Primary and A Receipt Point(s)		Primary and Alternate Delivery Point(s) / Location(s)	Effect	tive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rec except those n incremental ra Willcox Lateral Points) or Thin Charges pursu Section 4 o of	equiring tes (e.g., I Receipt d Party	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's	10/31/2034, if apply, or 2) minus the nu represented	nrough either: 1) Period A does not ten (10) Years umber of Months d by Period A, if apply ("Period B")	1c/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$25.5166 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>, B-4</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Ra	ate 1/ Usage	Rate F	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of through 10/31/2039			1,	I	2/	3/
Primary and Altern Receipt Point(s) / Loc		Primary and Alternate Delivery Point(s) / Location(s)	Effec	tive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt I except those requir incremental rates (Willcox Lateral Rec Points) or Third Pa Charges pursuant t	All EPNG Receipt PointsAll EPNG Delivery Pointsexcept those requiringexcept those requiringncremental rates (e.g.,incremental rates (e.g.,Willcox Lateral ReceiptWillcox Lateral DeliveryPoints) or Third PartyPoints) or Third PartyCharges pursuant to GT&CSection 4.9 of Transporter's			er the last Day of ough 10/31/2039	1d/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

EXHIBIT B<u>. B-5</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 - 10/31/2054				

Notes:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. *Firm Hourly Transportation Service:* Twelve Hour Peaking "FTH-12"

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 additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC <u>regulatory authorizations necessary</u> for the Project Facilitiescertificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the <u>Project Facilities</u> additional 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 <u>Project Facilities</u>additional facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____
- 10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
9,460 7,424 16,000 18,212	November - March April May - September October

11.Term of Firm Transportation Service:Beginning:June 1, 2024Ending:October 31, 2054

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

12. *Notices, Statements, and Bills:*

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H222V000, originally dated April 1, 2015, and Transporter's Agreement No. H222V000-FH12EPNG, dated September 21, 2022.

- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

EXHIBIT A

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

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximur	n Quantity	-D-Code (I	0th/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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/
KEYSTONE	302132	DAEPCWIL	300754	SS1	5,607	5,640	5,746	4,620	13,279	13,376	13,355	13,363	13,238	16,781	5,712	5,643		
WAHA	302404	DAEPCWIL	300754	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817		
TRANSPORTAT	ION CONT	RACT DEMAND			9,460	9,460	9,460	7,424	16,000	16,000	16,000	16,000	16,000	18,212	9,460	9,460		

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<u>. B-1</u> To The Firm Hourly Transportation Service Agreement Rate Schedule FT-H

between

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

and

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation R	ate 1/ Us	age Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024		1a/		1/	2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation Rate	1/ Usage Rate	e Fuel	Surcharges
302347 STML 302344 STML 302346 STML	ANA	300754 DAEPCWIL	or if the ISD of before 10/31/2 6/1/2024 throu the Day befo	rs after 6/1/2024 does not occur 2024, then from gh the earlier of ore the ISD or 1/2024	1a/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.7600 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.

EXHIBIT B<u>. B-1</u> (CONT.)

Notes:

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:

EXHIBIT B<u>, B-2</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates Reserv	ration Rate 1/	Usage Rate	Fuel	Surcharges	
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	s/1/2024 through	1b/ 1/		2/	3/	
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges	

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 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 \$15.8557 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:

EXHIBIT B<u>, B-3</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation Ra	te 1/ Usage R	Pate F	uel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")		1c/	1/		2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effec	tive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rec except those r incremental ra Willcox Lateral Points) or Thir Charges pursu Section 4.9 of Tariff	equiring tes (e.g., I Receipt d Party iant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	10/31/2034, if apply, or 2) minus the nu represented	nrough either: 1) Period A does not ten (10) Years umber of Months d by Period A, if apply ("Period B")	1c/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$16.3915 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>, B-4</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservatio	n Rate 1/	Usage Rate	ə Fue	əl	Surcharges	
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of F through 10/31/2039			1/	2/		3/	
Primary and Alt Receipt Point(s) / L		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Re	servation Rate 1/	Usage Rate	Fuel	Surcharges	
All EPNG Receip except those rec incremental rate Willcox Lateral F Points) or Third Charges pursua	All EPNG Receipt PointsAll EPNG Delivery Pointsexcept those requiringexcept those requiringincremental rates (e.g.,incremental rates (e.g.,Willcox Lateral ReceiptWillcox Lateral DeliveryPoints) or Third PartyPoints) or Third PartyCharges pursuant to GT&CSection 4.9 of Transporter's		The Day after the last Day Period B through 10/31/20		1d/	1/	2/	3/	

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B<u>. B-5</u> (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

Notes:

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

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Cochise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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

TCD (Dth/d)	Time Period
7,175 7,189 6,945 6,111 7,936 10,998 9,192 11,336 15,334 16,367 6,698 7,180	January February March April May June July August September October November December

11.	Term of Firm Transportation Service:	Beginning:	June 1, 2024
		Ending:	October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EH000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EH000-FT1EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Will W Brown

Will W. Brown

Chief Commercial Officer - West Region Gas Pipelines

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

1 man 7 Jeager

Patrick F. Ledger

Vice President and Chief Executive Officer

Accepted and agreed to this

<u>30</u> day of <u>April</u>, 2024.

EXHIBIT A To The

To The Firm Transportation Service Agreement Rate Schedule FT-1

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

and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

Primary Receipt PIN Name	Primary Delivery PIN Name	Del	Flow Path	Jan	Feb	March	April	May	June	уIл	Aug	Sept	Oct	Νον	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO 3007	300714 DAEPCWIL	300754 CC1	cc1	485	489	464	395	480	634	500	621	679	1,042	440	483		
BONDADST 3007	300724 DAEPCWIL	300754 CC1	cc1	109	110	104	06	109	147	117	144	225	233	67	107		
BLANCO 3007	300714 DAEPCWIL	300754 NS1	NS1	281	292	308	252	417	619	492	623	679	615	290	276		
BONDADST 3007	300724 DAEPCWIL	300754 NS1	NS1	63	66	68	57	94	144	114	146	156	137	64	61		
BLANCO 3007	300714 DAEPCWIL	300754 NS3	NS3	2,619	2,627	2,581	2,361	3,095	4,350	3,686	4,520	6,031	6,423	2,509	2,642		
BONDADST 3007	300724 DAEPCWIL	300754 NS3	NS3	589	592	577	537	708	1,011	859	1,055	1,387	1,441	558	586		
KEYSTONE 3021	302132 DAEPCWIL	300754 SS1	SS1	486	500	433	322	345	353	270	344	522	200	384	502		
WAHA 3024	302404 DAEPCWIL	300754 SS1	SS1	2,543	2,513	2,410	2,097	2,688	3,740	3,154	3,883	5,355	5,776	2,356	2,523		
TRANSPORTATION CONTRACT DEMAND	DNTRACT DEMAN	Q		7,175	7,189	6,945	6,111	7,936	10,998	9,192	11,336	15,334	16,367	6,698	7,180		

Notes:

The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7

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. 5

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-1

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Dated: April 9, 2024

(Shipper)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	"	Reservation Rate 1/	ate 1/ Ilsarre Rate	Rate	Fuel	Surchardes
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	2024 or if the ISD /31/2024, then e earlier of the 10/31/2024	1a/			2/	3/
Primary and Alternate Receipt Point(s) / Location(s)	ternate Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER 302346 STML PER	SJN ANA PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	after 6/1/2024 es not occur 24, then from the earlier of e the ISD or 2024	1a/	7	5	3
Notes:								
	:		-	ł		-		

service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.7986 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. 1a/
 - 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. 5

EXHIBIT B, B-1 (CONT.)

Notes:

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. 3/

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EXHIBIT B, B-2 (CONT.)

	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	Usage Rate	Fuel	Surcharges
	As listed in A Exhibit A E	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	31/2024, then from 1/2024 through iod A")	1b/	1/	2/	3/
Re Re	Primary and Alternate Receipt Point(s) / Location(s)	te ion(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	te 1/ Usage Rate	Fuel	Surcharges
	302347 STML SJN 302344 STML ANA 302346 STML PER		300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	e later 1b/ ough ()	1/	2/	3/
Notes:	SS:							
1	Unless otherwise a service under Rate	agreed by e Schedul	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.	s for service shall be Transporter's maximum rates, as may be changed from time to time, tate Schedules. The reservation rate shall be payable regardless of quantities transported.	sporter's maximum r vation rate shall be p	ates, as may be char ayable regardless of	ged from time quantities tran	to time, for sported.
1b/	As provided in Section 4 which shall not be subjec of quantities transported.	ection 4.18 subject to ported.	As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8943 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.	s Tariff, the parties agree to the following negotiated rate(s) of \$13.8943 per Dekatherm per Month minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless	o the following nego as set forth in Trans	tiated rate(s) of \$13. borter's Tariff and wh	8943 per Dekat ich shall be pay	therm per Month yable regardless
2/	Fuel and L&U shall b between the Parties.	ll be as st es.	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.	nt of Rates in the Tariff, a	s they may be chang	ed from time to time,	unless otherwi	se agreed
3/	Surcharges, if applicable: Unless otherwise as they may be changed from time to time.	olicable: U nanged frc	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.	pplicable surcharges shal	I be the maximum su	rcharge rate as state	d on the Staten	nent of Rates,

Agreement No. FT3EH000-FT1EPNG

Point(s) Point(s)	Effective Dates		Reservation Rate 1/	e 1/ Usage Rate	te Fuel	91	Surcharges
As listed in As listed in Exhibit A Exhibit A	Period A does not apply, or 2) teriod A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	10/31/2034, IT or 2) ten (10) - of Months Period A does 3")	1c/	7	2/		3/
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates		Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt Points except those requiring	All EPNG Delivery Points except those requiring	11/1/2024 through either: 1)	jh either: 1)				
incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party	incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party	10/31/2034, it Period A does not apply, or 2) ten (10) Years minus the number of Months	od A does not (10) Years 'r of Months	1c/	1/	2/	3/
Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	represented by Period A, if Period A does apply ("Period B")	Period A, if ly ("Period B")				

- 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. 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff <u>(</u>
- 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. 5
- 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. 3

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EXHIBIT B, I	(CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	ate 1/ Usage Rate	ate Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	Period B 1d/	11	2/		3/
Primary and Alternate Receipt Point(s) / Location(s) All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	<i>mate</i> <i>ceation(s)</i> t Points irring (e.g., sceipt arty t to GT&C insporter's	<i>Primary and Alternate</i> <i>Delivery Point(s) / Location(s)</i> All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	<i>Effective Dates</i> The Day after the last Day of Period B through 10/31/2039	Reservation Rate 1/ 1d/	Usage Rate 1/	Fuel 2/	Surcharges 3/

- 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. 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff. 1d/
- 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. 5
- 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. 3

EXHIBIT B, B-5 (CONT.)

	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
	As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				
Notes: 1/ 1	ss: Unless otherwise service under Ra	Unless otherwise agreed by the Parties in writing, the ra service under Rate Schedule FT-1 or other superseding	s: 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.	ttes for service shall be Transporter's maximum rates, as may be changed from time to time, Rate Schedules. The reservation rate shall be payable regardless of quantities transported.	aximum rates, as ma shall be payable rege	/ be changed fr rdless of quant	om time to time, for tities transported.
2/	Fuel and L&U shall b between the Parties.	all be as stated on Trans ties.	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.	ר the Tariff, as they may ו	be changed from time	e to time, unles:	s otherwise agreed
3/	Surcharges, if ap as they may be c	Surcharges, if applicable: Unless otherwise specified, al as they may be changed from time to time.		l applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates,	kimum surcharge rate	es stated on t	he Statement of Rate

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Cochise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No____

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

TCD (Dth/d)	Time Period
2,407 2,403 2,590 7,646 15,189 11,827 13,633 11,489 7,491 7,165 2,514 2,406	January February March April May June July August September October November December

11.	Term of Firm Transportation Service:	Beginning:	June 1, 2024
		Ending:	October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EJ000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EJ000-FT1EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Will W Brown

Will W. Brown

Chief Commercial Officer - West Region Gas Pipelines

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

Patrick F. Ledger

Vice President and Chief Executive Officer

Accepted and agreed to this

<u>30</u> day of <u>April</u>, 2024.

EXHIBIT A To The ortation Service

Firm Transportation Service Agreement Rate Schedule FT-1

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC.

(Shipper)

Dated: April 9, 2024

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

									Maximun	n Quantity-	Maximum Quantity-D-Code (Dth/d) 1/	th/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del	Flow Path	Jan	Feb	March	April	May	June	уInс	Aug	Sept	Oct	Νον	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	300714 DAEPCWIL	300754 CC1	cc1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	300724	300724 DAEPCWIL	300754 CC1	cc1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	300714	300714 DAEPCWIL	300754 NS1	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	300724	300724 DAEPCWIL	300754 NS1	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	300714	300714 DAEPCWIL	300754 NS3	NS3	878	879	096	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	300724	300724 DAEPCWIL	300754 NS3	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	302132	302132 DAEPCWIL	300754 SS1	SS1	164	167	162	5,139	11,516	5,736	5,524	5,181	3,034	306	143	168		
WAHA	302404	302404 DAEPCWIL	300754 SS1	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORTA	TION CON	TRANSPORTATION CONTRACT DEMAND			2,407	2,403	2,590	7,646	15,189	11,827	13,633	11,489	7,491	7,165	2,514	2,406		

Notes:

The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 1

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. 5

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Dated: April 9, 2024

(Shipper)

Receipt Delivery Point(s) Point(s)	Effective Dates	s Reservation Rate 1/	Rate 1/ Usage Rate		Fuel	Surcharges
A T	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	24 or if the ISD 31/2024, then earlier of the 0/31/2024	11		2/	3/
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	4 f 1a/	1	5	3/

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. 1

- 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 As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.7942 per Dekatherm per Month of quantities transported. 1a/
- 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. 5

EXHIBIT B, B-1 (CONT.)

Notes:

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. 3

				EXHIBIT B, B-2 (CONT.)				
	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	Usage Rate	Fuel	Surcharges
	As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	/2024, then from 2024 through id A")	1b/	11	2/	3/
Ŭ	Primary and Alternate Receipt Point(s) / Location(s)	smate ocation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
	302347 STML SJN 302344 STML ANA 302346 STML PER	NN AA R	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	ter 1b/ gh	1/	2/	3/
Notes:	ŝ							
1	Unless otherwis Schedule FT-1	e agreed by th xr other supers	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.	rice shall be Transporter's m tion rate shall be payable re	laximum rates, as may be gardless of quantities tran	changed from time to sported.	time, for servic	ce under Rate
1b/	As provided in { subject to the ap	Section 4.18 of	As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8899 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.	e parties agree to the follow set forth in Transporter's Ta	ing negotiated rate(s) of \$ riff and which shall be pay	13.8899 per Dekather /able regardless of qua	m per Month v antities transpo	vhich shall not be orted.
2/	Fuel and L&U s	hall be as stat∈	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.	es in the Tariff, as they may	be changed from time to t	time, unless otherwise	agreed betwe	en the Parties.

Agreement No. FT3EJ000-FT1EPNG

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.

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Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	~	Reservation Rate 1/	e 1/ Usage Rate	ate Fuel	e/	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) Period A does not apply, o Years minus the number represented by Period A, if f apply ("Period B	10/31/2034, if or 2) ten (10) of Months Period A does 8")	1c/	7	5		3/
Primary and Alternate Receipt Point(s) / Location(s)	emate ocation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	ot Points luiring s (e.g., teceipt ² arty nt to GT&C ansporter's	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 thru 10/31/2034, if P apply, or 2) tu minus the nur represented t Period A does a	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	10	7	5	3/
Notes:								

- 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. 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff <u>1</u>0
- 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. 5
- 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. 3

EXHIBIT B, B-4 (CONT.)	Effective Dates Reservation Rate 1/ Usage Rate Fuel Surcharges	The Day after the last Day of Period B 1d/ 1d/ 2/ 3/ through 10/31/2039	Primary and Alternate velivery Point(s) / Location(s) Effective Dates Reservation Rate 1/ Usage Rate Fuel Surcharges	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		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.	As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
EXHI (C	Effective Dates	The Day after the last Day of Period B through 10/31/2039	n(s)	, y iT&C irter's		e Parties in writing, the rates for service shall be T seding Rate Schedules. The reservation rate shall	As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agre subject to the applicable maximum or minimum reservation rate as set forth ir Parties further agree that the negotiated reservation rate set forth in the precedi the exception of those requiring incremental rates (e.g., points on the Willcox Lat is redesignated as a primary point. Shipper's request to redesignate its existing provisions of the then-effective Tariff.
	Primary Primary Receipt Delivery Point(s) Point(s)	As listed in As listed in Exhibit A	Primary and Alternate Receipt Point(s) / Location(s)	All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Voints) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		iless otherwise agreed by the chedule FT-1 or other superse	As provided in Section 4.18 of the G ⁻ subject to the applicable maximum Parties further agree that the negotia the exception of those requiring incre is redesignated as a primary point. S provisions of the then-effective Tariff.
	תַעַעַ	As Ex	Pr Receij	All EF excep excep vvillco Charg Charg Sectio	Notes:	1/ Sc	1d/ Psu Province Province

Agreement No. FT3EJ000-FT1EPNG

- 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. 5
- 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. 3/

EXHIBIT B, B-5 (CONT.)

	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
	As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				
Notes: 1/	s: Unless otherwise service under Rate	: Unless otherwise agreed by the Parties in writing, the ra service under Rate Schedule FT-1 or other superseding	s: 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 pavable regardless of quantities transported	ites for service shall be Transporter's maximum rates, as may be changed from time to time, Rate Schedules _The reservation rate shall be pavable regardless of guantities transported	aximum rates, as ma) shall be pavable rega	/ be changed fr rdless of quant	om time to time, for tries transported
2/	Fuel and L&U sha	Il be as stated on Trans	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	the Tariff, as they may l	se changed from time	to time, unless	s otherwise agreed
3/	between the Fatules. Surcharges, if applic as they may be chan	between the Fattles. Surcharges, if applicable: Unless otherwise specified, al as they may be changed from time to time.		l applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates,	kimum surcharge rate	e as stated on th	he Statement of Rates,

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

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

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Cochise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____
- 10. *Transportation Contract Demand ("TCD"):*

TCD (Dth/d)	Time Period
1,535	November - March
8,553	April - October

11. *Term of Firm Transportation Service:* Beginning: June 1, 2024 Ending: October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper:

ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H822F000, originally dated April 1, 2015, and Transporter's Agreement No. H822F000-FH8EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

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

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Will W Brown

Will W. Brown

Chief Commercial Officer - West Region Gas Pipelines

Accepted and agreed to this

4/30/2024 _____ day of _____, 2024.

Patrick F. Ledger

Vice President and Chief Executive Officer

Accepted and agreed to this

<u>30</u> day of <u>April</u>, 2024.

EXHIBIT A

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

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

	Delivery Pressure (p.s.i.g) Not greater than 2/			
	Delivery Pressure (p.s.i.g) Not less than 2/			
	Dec	916	619	1,535
	Nov	927	608	1,535
	Oct	6,904	1,649	8,553
	Sept	5,371	3,182	8,553
Dth/d) 1/	Aug	5,515	3,038	8,553
Maximum Quantity-D-Code (Dth/d) 1/	үшс	5,506	3,047	8,553
m Quantity	June	5,530	3,023	8,553
Maximu	May	5,418	3,135	8,553
	April	5,323	3,230	8,553
	March	932	603	1,535
	Feb	915	620	1,535
	Jan	910	625	1,535
	Flow Path	SS1	SS1	
	Del PIN	300754 SS1	300754 SS1	0
	Primary Delivery PIN Name	302132 DAEPCWIL	302404 DAEPCWIL	RACT DEMAN
	Rec PIN	302132	302404	TION CONT
	Primary Receipt PIN Name	KEYSTONE	WAHA	TRANSPORTATION CONTRACT DEMAND

Notes:

The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7

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. 5

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-1 To The Firm Hourly Transportation Service Agreement Rate Schedule FT-H between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC.

A ELECTRIC POWER COOPERATIVE, I (Shipper)

			Dated: ⊿	Dated: April 9, 2024				
Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	te 1/ Usage Rate	Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	24 or if the ISD 31/2024, then earlier of the 0/31/2024	1a/			2/	3/
Primary and Alternate Receipt Point(s) / Location(s)	ernate ocation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	N A A A	300754 DAEPCWIL	If the ISD occur or if the ISD d before 10/31/2 6/1/2024 throu(the Day befo 10/31	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	7	5	3

Notes:

- Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. 1
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.5885 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. 1a/
- 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. 5

EXHIBIT B, B-1 (CONT.)

Notes:

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. 3/

EXHIBIT B, B-2 (CONT.)

1b/ 1/ 2/ 1/ 2/ Reservation Rate 1/ Usage Rate Fuel ater 1b/ 1 2/	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	Usage Rate	Fuel	Surcharges
Primary and Alternate Effective Dates Reservation Rate 1/ Usage Rate Fuel Delivery Point(s) / Location(s) If the ISD occurs before Reservation Rate 1/ Usage Rate Fuel 300754 DAEPCWIL 10/31/2024, then from the later 1b/ 1/ 2/	As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/ the later of the ISD or 6/ 10/31/2024 ("Pei	31/2024, then from 1/2024 through iod A")	1b/	1/	2/	3/
If the ISD occurs before 300754 DAEPCWIL 10/31/2024, then from the later 1b/ 1/ of the ISD or 6/1/2024 through 1b/ 1/ 10/31/2024 ("Period A")	Primary and Altern Receipt Point(s) / Loc	nate ation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rati			Surcharges
	302347 STML SJN 302344 STML ANA 302346 STML PEF		300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the Is of the ISD or 6/1/2024 throu 10/31/2024 ("Period A")		11	2/	3/

- service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$25.6842 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. 1b/
- 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. 5
- 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 3

ACA:

Agreement No. H822F000-FH8EPNG

с Н	_
EXHIBIT B,	(CONT.)

Exhibit A Exhibit A	Point(s)Errective Dates11/1/2024 through either: 1) 10/31/2034, ifAs listed inPeriod A does not apply, or 2) ten (10)Years minus the number of MonthsExhibit Arepresented by Period A, if Period A does	(es 1) 10/31/2034, if , or 2) ten (10) er of Months if Period A does 1 B")	Reservation Rate 1/ 1c/	e 1/ Usage Rate 1/	te Fuel 21	8	Surcharges 3/
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate) Delivery Point(s) / Location(s)	Effectiv	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party C Charges pursuant to GT&C r's Section 4.9 of Transporter's Tariff		11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	7	5	'n

Notes:

- Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. 7
- The the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$25.5166 per Dekatherm per Month which shall not be Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with 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 provisions of the then-effective Tariff. <u>1</u>0
- 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. 5
- 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. 3

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(CONT.)

Surcharges	3/	Surcharges 3/
Sur		Fuel S
Fuel	2/	Usage Rate 1/
Usage Rate	1/	
		Reservation Rate 1/ 1d/
Reservation Rate 1/	1d/	<i>Effective Dates Re</i> The Day after the last Day of Period B through 10/31/2039
	of Period B 39	<i>Effe</i> The Day af Period B th
Effective Dates	The Day after the last Day of through 10/31/2039	<i>Primary and Alternate</i> <i>Delivery Point(s) / Location(s)</i> All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff
Primary Delivery Point(s)	As listed in Exhibit A	emate ocation(s) pt Points luiring s (e.g., teceipt Party nt to GT&C ansporter's
Primary Receipt Point(s)	As listed in Exhibit A	<i>Primary and Alternate</i> <i>Receipt Point(s) / Location(s)</i> All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

Notes:

- Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff. 1d/
- 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. 5
- 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. 3

ACA:

					4	greement No. H	Agreement No. H822F000-FH8EPNG
			Ш	EXHIBIT B, B-5 (CONT.)			
	Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
	As listed in Exhibit A	As listed in Exhibit A	11/1/2039 - 10/31/2054				
Notes:	.se						
1	Unless otherv service under	vise agreed by the F Rate Schedule FT-H	Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.	vice shall be Transporter's mules. The reservation rate sh	laximum rates, as ma all be payable regardle	y be changed fress of quantities	om time to time, for ransported.
2/	Fuel and L&U shall between the Parties.	J shall be as stated a	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.	ates in the Tariff, as they may	/ be changed from tir	ne to time, unles	s otherwise agreed
3/	Surcharges, i as they may b	Surcharges, if applicable: Unless otherwis as they may be changed from time to time.	se specified, all	applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates,	imum surcharge rate a	as stated on the	Statement of Rates,
	ACA: The ACA Sure	charge shall be asses	ACA: The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.	GT&C of the Tariff.			

Ex. B-6

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. *Firm Hourly Transportation Service:* Twelve Hour Peaking "FTH-12"

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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Cochise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____
- 10. *Transportation Contract Demand ("TCD"):*

TCD (Dth/d)	Time Period
9,460	November - March
7,424	April
16,000	May - September
18,212	October

11. *Term of Firm Transportation Service:* Beginning: June 1, 2024 Ending: October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H222V000, originally dated April 1, 2015, and Transporter's Agreement No. H222V000-FH12EPNG, dated September 21, 2022.

- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Will W Brown

Will W. Brown

Chief Commercial Officer - West Region Gas Pipelines

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

Patrick F. Ledger

Vice President and Chief Executive Officer

Accepted and agreed to this

<u>30</u> day of <u>April</u>, 2024.

EXHIBIT A

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC. between EL PASO NATURAL GAS COMPANY, L.L.C. and

Dated: April 9, 2024

(Shipper)

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

July Aug		May June Ju	June	May June	ih April May June	March April May June	Feb March April May June	Jan Feb March April May June	Flow Jan Feb March April May June	Del Flow Jan Feb March April May June PIN Path
13,355 13,363		13,279 13,376 13	4,620 13,279 13,376	5,746 4,620 13,279 13,376	5,640 5,746 4,620 13,279 13,376	5,746 4,620 13,279 13,376	5,607 5,640 5,746 4,620 13,279 13,376	5,640 5,746 4,620 13,279 13,376	. 300754 SS1 5,607 5,640 5,746 4,620 13,279 13,376	5,607 5,640 5,746 4,620 13,279 13,376
2,645 2,637		2,721 2,624 2	2,804 2,721 2,624	3,714 2,804 2,721 2,624	3,820 3,714 2,804 2,721 2,624	3,714 2,804 2,721 2,624	3,853 3,820 3,714 2,804 2,721 2,624	3,820 3,714 2,804 2,721 2,624	. 300754 SS1 3,853 3,820 3,714 2,804 2,721 2,624	3,853 3,820 3,714 2,804 2,721 2,624
,000 16,000	00 16	16,000 16,000 16,000	7,424 16,000	9,460 7,424 16,000	9,460 9,460 7,424 16,000	9,460 7,424 16,000	9,460 9,460 7,424 16,000	9,460 9,460 9,460 7,424 16,000	9,460 9,460 9,460 7,424 16,000	9,460 9,460 7,424 16,000

Notes:

The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7

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. 5

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1

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

between

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper) and

Dated: April 9, 2024

n As listed in bottom If the ISD occurs after 6/1/2024 or if the ISD Accuration of the ISD Accuraticlose Accuration of the ISD<	Primary Receipt Doint(s)	Primary Delivery Point(s)	Effective Dates		Resenvation Rate 1/	ita 1/		Fuel	Surchamas
Primary and Alternate Effective Dates Reservation Rate 1/ Usage Rate Fuel Delivery Point(s) / Location(s) Effective Dates Reservation Rate 1/ Usage Rate Fuel If the ISD occurs after 6/1/2024 or if the ISD does not occur 1a/ 1/ 2/ 300754 DAEPCWIL 6/1/2024 through the earlier of the Day before the ISD or 1a/ 1/ 2/	As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/202 does not occur before 10/3 from 6/1/2024 through the Day before the ISD or 10		1a/			2/	3/
If the ISD occurs after 6/1/2024 or if the ISD does not occur 0 r if the ISD does not occur 0 r if the ISD does not occur 300754 DAEPCWIL before 10/31/2024, then from 1a/ 1/ 300754 DAEPCWIL 6/1/2024 through the earlier of 1a/ 1/ 2/ 10/31/2024 10/31/2024 10/31/2024 10/31/2024	Primary and Alte Receipt Point(s) / Lc	imate cation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Do	ates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
	302347 STML SJ 302346 STML AN 302346 STML PE	Z ₹ K	300754 DAEPCWIL	If the ISD occurs aff or if the ISD does before 10/31/2024 6/1/2024 through th the Day before th 10/31/202	ter 6/1/2024 to to ccur then from he earlier of he ISD or 24	1a/	7	5	3

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- Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.7600 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. 1a/
- 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. 5

EXHIBIT B, B-1 (CONT.)

Notes:

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. 3

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EXHIBIT B, B-2 (CONT.)

	Primary Receipt	Primary Delivery	Effcodi, o Dotoo		Docordina Doto 17				Cumbrado
	ר טווועס As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")		1b/		age Nate 1/	2/	3/ 3/
Ř	Primary and Alternate Receipt Point(s) / Location(s)	nate ation(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reserva	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
	302347 STML SJN 302344 STML ANA 302346 STML PER		300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	ore e later irough ∆")	1b/	7	2/	3
Notes:	SS:								
1	Unless otherwis service under Ra	e agreed b ate Schedul	Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.	ates for service shall be Transporter's maximum rates, as may be changed from time to Rate Schedules. The reservation rate shall be payable regardless of quantities transported.	Transporter's n ervation rate sh	naximum rate nall be payable	s, as may be cha e regardless of qu	anged from ti iantities trans	me to time, for ported.
1b/	As provided in Section 4 which shall not be subjec of quantities transported.	Section 4.18 be subject to isported.	As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$15.8557 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.	s Tariff, the parties agree to the following negotiated rate(s) of \$15.8557 per Dekatherm per Month minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless	to the followin as set forth in	g negotiated i Transporter's	rate(s) of \$15.855 s Tariff and which	i7 per Dekath shall be paya	ierm per Month able regardless
2/	Fuel and L&U shall b between the Parties.	nall be as st ties.	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.	nt of Rates in the Tariff,	as they may be	changed fror	n time to time, un	less otherwise	e agreed
3/	Surcharges, if applicable: Unless otherwise as they may be changed from time to time.	oplicable: U changed fro	e specified, all	applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates,	all be the maxin	num surcharg	e rate as stated o	n the Statem	ent of Rates,

Agreement No. H222V000-FH12EPNG

r.	
HIBIT B, B	(CONT.)
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Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	e 1/ Usage Rate	te Fuel		Surcharges
u z	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	10/31/2034, if 2) ten (10) of Months eriod A does)	1c/	1/	2/		3/
Primary and Alternate Receipt Point(s) / Location(s)	e on(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	nts J ot ST&C orter's	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	igh either: 1) iod A does not n (10) Years er of Months Period A, if ply ("Period B")	1c/	1	5	Э́
Notes:								

- Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported 7
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$16.3915 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff <u>(</u>
- 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. 5
- 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. 3

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EXHIBIT B,	(CONT.)

Point(s) Point(s)	Effective Dates	וובאבו עמווטוו ואמוכ וו	are iz usaye izare	מום ו חבו	21	o di di di do di
As listed in As listed in Exhibit A	The Day after the last Day through 10/31/20:	of Period B 39	1/	2/		3/
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's	The Day after the last Day of Period B through 10/31/2039	1d/	/1	2/	Ж

- UNIDER RALE ITOM UTILE TO UTILE, IOF SELVICE orness ornerwise agreed by the Parties in writing, the fates for service shall be ritansporter's maximum fates, as may be chang Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. 2
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with provisions of the then-effective Tariff. 1d/
- 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. 5
- 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. 3

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EXHIBIT B, B-5 (CONT.)

Primary Delivery Point(s) Effective Dates Reservation Rate 1/ Usage Rate 1/ Fuel 2/ Surcharges 3/	s listed in Exhibit A 11/1/2039 – 10/31/2054		Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of guantities transported.
Primary Delivery Point(s)	As listed in Exhibit A		se agreed by the Partie tate Schedule FT-H or o
Primary Receipt Point(s)	As listed in Exhibit A	Notes:	 Unless otherwis service under R

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- 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. 5
- 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. 3

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Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
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Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000-FT1EPNG
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Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
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Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
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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
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Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
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Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
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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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Apache Corporation #612956-FT1EPNG

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-FT1EPNG

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG

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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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Agreement No. FT3EH000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1 Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
7,175	January
7,189	February
6,945	March
6,111	April
7,936	May
10,998	June
9,192	July
11,336	August
15,334	September
16,367	October
6,698	November
7,180	December
Term of Firm Transportation Social	Paginning: Juna 1, 2024

11.	Term of Firm Transportation Service:	Beginning:	June 1, 2024
		Ending:	October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EH000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EH000-FT1EPNG, dated September 21, 2022.
- 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.)

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 14 - Arizona Electric Power Coop. #FT3EH000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EH000-FT1EPNG

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

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

greement No. FT3EH000-FT1EPNG

EXHIBIT A To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See $\P10$ Effective Dates: See $\P11$

									Maximun	n Quantity	-D-Code (Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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	DAEPCWIL	300754	CC1	485	489	464	395	480	634	500	621	979	1,042	440	483		
BONDADST	300724	DAEPCWIL	300754	CC1	109	110	104	90	109	147	117	144	225	233	97	107		
BLANCO	300714	DAEPCWIL	300754	NS1	281	292	308	252	417	619	492	623	679	615	290	276		
BONDADST	300724	DAEPCWIL	300754	NS1	63	66	68	57	94	144	114	146	156	137	64	61		
BLANCO	300714	DAEPCWIL	300754	NS3	2,619	2,627	2,581	2,361	3,095	4,350	3,686	4,520	6,031	6,423	2,509	2,642		
BONDADST	300724	DAEPCWIL	300754	NS3	589	592	577	537	708	1,011	859	1,055	1,387	1,441	558	586		
KEYSTONE	302132	DAEPCWIL	300754	SS1	486	500	433	322	345	353	270	344	522	700	384	502		
WAHA	302404	DAEPCWIL	300754	SS1	2,543	2,513	2,410	2,097	2,688	3,740	3,154	3,883	5,355	5,776	2,356	2,523		
TRANSPORT	ATION CO	NTRACT DEN	IAND		7,175	7,189	6,945	6,111	7,936	10,998	9,192	11,336	15,334	16,367	6,698	7,180		

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, B-1

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in do	e ISD occurs after 6/1/2024 or if the ISD bes not occur before 10/31/2024, then om 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alte Delivery Point Location(s	t(s) /	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PEF	300754 DAEF	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from	12/	1/	2/	3/

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 \$11.7986 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.

Part VII: Non-Conforming Section 14.2 - AEPCO #FT3EH000-FT1EPNG Exhibit B Version 3.0.0

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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:

EXHIBIT B, B-2 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates	Reservation Rate 1/	′ Usage	e Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/	1,	/	2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dat	tes Reserva	tion Rate 1/	Usage Rate	Fuel	Surcharges

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.
- 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 \$13.8943 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.

			EXHIBIT B, (CONT.)					
Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	S	Reservation Rate	1/ Usage Rate	Fuel	S	Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")		1c/	1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effe	ctive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rat Willcox Lateral Points) or Third Charges pursu	eipt Points equiring tes (e.g., Receipt d Party	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C	10/31/2034, i apply, or 2 minus the r	through either: 1) if Period A does not 2) ten (10) Years number of Months ed by Period A, if	1c/	1/	2/	3/

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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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		E7	(CONT.)	D-4				
Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate	1/ Usage Rate	Fuel	S	Surcharges
As listed in Exhibit A	The Day after the last Day of F through 10/31/2039	Period B	1d/	1/	2/		3/	
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effect	tive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rate Willcox Lateral Points) or Third Charges pursua Section 4.9 of T Tariff	ipt Points quiring es (e.g., Receipt Party ant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery	,	er the last Day of bugh 10/31/2039	1d/	1/	2/	3/

EXHIBIT B B-/

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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B, B-5 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

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:

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 15 - Arizona Electric Power Coop. #FT3EJ000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EJ000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No
- 10. Transportation Contract Demand ("TCD"):

Time Period
January
February
March
April
May
June
July
August
September
October
November
December

11. Term of Firm Transportation Service: Beginning: June 1, 2024 Ending: October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EJ000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EJ000-FT1EPNG, dated September 21, 2022.
- 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.)

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 15 - Arizona Electric Power Coop. #FT3EJ000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EJ000-FT1EPNG

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

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024

Part VII: Non-Conforming Section 15.1 - AEPCO #FT3EJ000-FT1EPNG Exhibit A Version 3.0.0

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT A To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See $\[10]$ Effective Dates: See $\[11]$

									Maximum	Quantity	-D-Code (Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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	DAEPCWIL	300754	CC1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	300724	DAEPCWIL	300754	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	300714	DAEPCWIL	300754	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	300724	DAEPCWIL	300754	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	300714	DAEPCWIL	300754	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	300724	DAEPCWIL	300754	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	302132	DAEPCWIL	300754	SS1	164	167	162	5,139	11,516	5,736	5,524	5,181	3,034	306	143	168		
WAHA	302404	DAEPCWIL	300754	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORT	ATION CO	NTRACT DEM	IAND	•	2,407	2,403	2,590	7,646	15,189	11,827	13,633	11,489	7,491	7,165	2,514	2,406		

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, B-1

To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Resen	ation Rate 1/	Usage Rate	Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 does not occur before 10/31/2 from 6/1/2024 through the ea Day before the ISD or 10/3	2024, then rlier of the	1a/	1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates		tion Rate 1/	Usage Rate	Fuel	Surcharges

302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/	
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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 \$11.7942 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.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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:

EXHIBIT B, B-2 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates	Reservation	Rate 1/ Usag	ge Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/		1/	2/	3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Da	tes F	Reservation Rate 1/	Usage Rate	Fuel	Surcharges

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.
- 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 \$13.8899 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:

Part VII: Non-Conforming Section 15.2 - AEPCO #FT3EJ000-FT1EPNG Exhibit B Version 3.0.0

Agreement No. FT3EJ000-FT1EPNG

			EXHIBIT B, B (CONT.)	-3				
Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation I	Rate 1/ Usage R	ate Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) Period A does not apply, of Years minus the number represented by Period A, if apply ("Period E	or 2) ten (10) r of Months Period A does	1c/	1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	∕e Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rec except those re incremental ra Willcox Lateral Points) or Thir Charges pursu Section 4.9 of Tariff	eipt Points equiring tes (e.g., I Receipt d Party iant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	10/31/2034, if not apply, or 2 minus the nur represented Period A does	ough either: 1) Period A does) ten (10) Years nber of Months by Period A, if apply ("Period 3")	1c/	1/	2/	3/

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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate	1/ Usage Rate	Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day through 10/31/203		1d/	1/	2/		3/
Primary and Al Receipt Point(s) / L		Primary and Alternate Delivery Point(s) / Location(s)	Eff	ective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Recei except those rec incremental rate Willcox Lateral F Points) or Third Charges pursua Section 4.9 of T Tariff	pt Points quiring s (e.g., Receipt Party nt to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	,	after the last Day of hrough 10/31/2039	1d/	1/	2/	3/

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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

EXHIBIT B, B-5 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

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:

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 17 - Arizona Electric Power Coop. #H222V000-FH12EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H222V000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Agreement No. H222V000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. *Firm Hourly Transportation Service:* Twelve Hour Peaking "FTH-12"

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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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.

Agreement No. H222V000-FH12EPNG

- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
9,460 7,424	November - March April
16,000	May - September
18,212	October

11. Term of Firm Transportation Service: Beginning: June 1, 2024 Ending: October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H222V000, originally dated April 1, 2015, and Transporter's Agreement No. H222V000-FH12EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 17 - Arizona Electric Power Coop. #H222V000-FH12EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H222V000-FH12EPNG

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

_____ day of _____, 2024.

Accepted and agreed to this

_____ day of _____, 2024.

Part VII: Non-Conforming Section 17.1 - AEPCO #H222V000-FH12EPNG Exhibit A Version 3.0.0

Agreement No. H222V000-FH12EPNG

EXHIBIT A To The

Firm Hourly Transportation Service Agreement Rate Schedule FT-H

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximum	n Quantity	-D-Code ((Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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/
KEYSTONE	302132	DAEPCWIL	300754	SS1	5,607	5,640	5,746	4,620	13,279	13,376	13,355	13,363	13,238	16,781	5,712	5,643		
WAHA	302404	DAEPCWIL	300754	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817		
TRANSPORT	ATION CO	NTRACT DEM	IAND		9,460	9,460	9,460	7,424	16,000	16,000	16,000	16,000	16,000	18,212	9,460	9,460		

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. H222V000-FH12EPNG

EXHIBIT B, B-1

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

between

EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	es	Reservation R	ate 1/	Usage Ra	ate Fue	əl	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/20 does not occur before 10/2 from 6/1/2024 through the Day before the ISD or 1	31/2024, then earlier of the	1a/		1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation F	Rate 1/	Usage Rate	Fuel	Surcharge

Notes:

- 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 1/ service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of guantities transported.
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.7600 per Dekatherm per Month 1a/ 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.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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:

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-2 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates	Reservation	Rate 1/ Usage Rate	ate F	uel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	/1/2024 through	1b/	1/	:	2/	3/
/ Primary and / Receipt Point(s		Primary and Alternate Delivery Point(s) / Location(s)	Effective L	Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 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 \$15.8557 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.

Part VII: Non-Conforming Section 17.2 - AEPCO #H222V000-FH12EPNG Exhibit B Version 3.0.0

Agreement No. H222V000-FH12EPNG

			EXHIBIT B, (CONT.)					
Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	S	Reservation Rate	1/ Usage Rate	Fuel	S	urcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) Period A does not apply, c Years minus the number represented by Period A, if apply ("Period E	or 2) ten (10) of Months Period A does	1c/	1/	2/	3/	
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effec	ctive Dates	Reservation Rate 1/	Usage Rate	Fuel	0
All EPNG Rece	int Points	All EPNG Delivery Points						Surcharges

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$16.3915 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Ra	ate 1/	Usage Rate	ə Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of through 10/31/2039		1d/		1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effe	ctive Dates	Reservati	on Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rate Willcox Lateral Points) or Third Charges pursua Section 4.9 of T Tariff	ipt Points equiring es (e.g., Receipt I Party ant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		ter the last Day of rough 10/31/2039	1	d/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-5 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

Notes:

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 18 - Arizona Electric Power Coop. #H822F000-FH8EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H822F000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

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

5. *Firm Hourly Transportation Service:* Eight Hour Peaking "FTH-8"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____
- 10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	
1,535 8,553	

Time Period
November - March

April - October

11.Term of Firm Transportation Service:Beginning:June 1, 2024Ending:October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. *Effect on Prior Agreement(s):* On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H822F000, originally dated April 1, 2015, and Transporter's Agreement No. H822F000-FH8EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 18 - Arizona Electric Power Coop. #H822F000-FH8EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H822F000-FH8EPNG

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

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

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this

_____ day of _____, 2024.

Accepted and agreed to this

_____ day of _____, 2024.

Part VII: Non-Conforming Section 18.1 - AEPCO #H822F000-FH8EPNG Exhibit A Version 3.0.0

Agreement No. H822F000-FH8EPNG

EXHIBIT A

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

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See $\[10]$ Effective Dates: See $\[11]$

						Maximum Quantity-D-Code (Dth/d) 1/												
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	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/
KEYSTONE	302132	DAEPCWIL	300754	SS1	910	915	932	5,323	5,418	5,530	5,506	5,515	5,371	6,904	927	916		
WAHA	302404	DAEPCWIL	300754	SS1	625	620	603	3,230	3,135	3,023	3,047	3,038	3,182	1,649	608	619		
TRANSPORT	ATION CO	NTRACT DEM	AND		1,535	1,535	1,535	8,553	8,553	8,553	8,553	8,553	8,553	8,553	1,535	1,535		

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, B-1

To The Firm Hourly Transportation Service Agreement Rate Schedule FT-H between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC.

(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	s	Reservation Rate	e 1/ Usage Rate	Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/20 does not occur before 10/3 from 6/1/2024 through the Day before the ISD or 1	31/2024, then earlier of the	1a/	1/	2/		3/
Primary and A Receipt Point(s)		Primary and Alternate Delivery Point(s) / Location(s)	Effectiv	ve Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
302347 STML	SJN		or if the ISD	rs after 6/1/2024 does not occur 2024. then from				

6/1/2024 through the earlier of

the Day before the ISD or 10/31/2024

302344 STML ANA 302346 STML PER

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.5885 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.

Part VII: Non-Conforming Section 18.2 - AEPCO #H822F000-FH8EPNG Exhibit B Version 3.0.0

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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.

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective D	ates Re	servation Rate 1/	Usage Rate	Fuel	Surcharges
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10 the later of the ISD or 6 10/31/2024 ("Pe	5/1/2024 through	1b/	1/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation R	ate 1/ Usage Rate	Fuel	Surcharges
302347 STML	SJN		If the ISD occurs before 10/31/2024, then from the		1/	2/	3/

EXHIBIT B, B-2 (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-H or other superseding Rate Schedules. The reservation rate 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 \$25.6842 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.

EXHIBIT B, B-3 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate	e 1/ Usage Rate	Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 1 Period A does not apply, or 2) t minus the number of Months re Period A, if Period A does appl	en (10) Years presented by	1c/	1/	2/		3/
Primary and A Receipt Point(s) /		Primary and Alternate Delivery Point(s) / Location(s)	Effect	ive Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
Receipt Point(s) / Location(s) All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		,				1/	2/	0

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$25.5166 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate	1/ Usage Rate	Fuel		Surcharges
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day through 10/31/203		1d/	1/	2/		3/
Primary and A Receipt Point(s) / I		Primary and Alternate Delivery Point(s) / Location(s)	Effe	ective Dates	Reservation Rate 1/	Usage Rate	Fuel	Surcharges
All EPNG Rece except those re incremental rate Willcox Lateral Points) or Third Charges pursua Section 4.9 of T Tariff	ipt Points quiring es (e.g., Receipt Party ant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	,	fter the last Day of nrough 10/31/2039	1d/	1/	2/	3/

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

EXHIBIT B, B-5 (CONT.)

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 - 10/31/2054				

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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Section 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

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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 Assocation 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

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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-FT1EPNG

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG

Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG

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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 Permiam 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

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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 Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000 Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000 Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000 Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

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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.

Part VII: Non-Conforming

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

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Section 12	LINE Case Inc. Latter Agreement
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

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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 #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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 14 - Arizona Electric Power Coop. #FT3EH000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EH000-FT1EPNGAgreement No. FT3EH000

Firm Transportation Service Agreement

Rate Schedule FT-1

<u>Between</u>

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

<u>And</u>

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Agreement No. FT3EH000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1 Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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 additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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.

Agreement No. FT3EH000-FT1EPNG

- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No
- 10. Transportation Contract Demand ("TCD"):

TOD

<u>TCD</u> (Dth/d)	Time Period
<u>(Dth/d)</u>	
<u>7,175</u>	January
7,189	February
6,945	March
<u>6,111</u>	April
7,936	May
10,998	June
<u>9,192</u>	July
11,336	August
15,334	September
16,367	October
6,698	November
7,180	December

 11.
 Term of Firm Transportation Service:
 Beginning:
 June 1, 2024

 Ending:
 October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. Effect on Prior Agreement(s): On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EH000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EH000-FT1EPNG, dated September 21, 2022.
- 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.)

El Paso Natural Gas Company, L.L.C	2.	Part VII: Non-Conforming
FERC Gas Tariff	Section 14 - Arizona Electric Power C	oop. #FT3EH000-FT1EPNG
Third Revised Volume No. 1A		Version 3.0.0

Agreement No. FT3EH000-FT1EPNG

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

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

EL PASO NATURAL GAS COMPANY, L.L.C. ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this Accepted and agreed to this

day of

, 2024.

day of

, 2024.

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015

Agreement No. FT3EH000

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 1, 2015

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

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 3. Applicable Tariff: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
- 4. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
- 5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

- 6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.
- 7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 8. Negotiated Rate Agreement: Yes X No____
- 9. Term of Agreement:

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EH000), Contract No. FT3EJ000, Contract No. H222V000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification

Agreement No. FT3EH000

date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

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

10. *Effect on Prior Agreement(s):* When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT257000 originally dated July 1, 2006 and last amended and restated by agreement dated January 1, 2009.

	Time Period
(Dth/d)	
6,111	April
7,936	May
10,998	June
9,192	July
11,336	August
15,334	September
	October
6,698	November
7,180	December
	January
7,189	February
<u> </u>	

11. Transportation Contract Demand ("TCD"):

12. Notices, Statements, and Bills:

To Shipper: Arizona Electric Power Cooperative, Inc. Post Office Box 670 Benson, AZ 85602 Attn: Manager Power Trading (Notices and Invoices)

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

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 14 - Arizona Electric Power Coop. #FT3EH000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EH000

- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA ELECTRIC POWER EL PASO NATURAL GAS COMPANY, L.L.C. COOPERATIVE, INC.

By	Ву	_
	Will W. Brown Director of Marketing	
Title		
Date	Date	=

greement No. FT3EH000-FT1EPNG

EXHIBIT A To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximum	n Quantity	-D-Code (Dth/d) 1/						
Primary Receipt PIN Name	<u>Rec</u> <u>PIN</u>	<u>Primary</u> Delivery PIN Name	<u>Del</u> <u>PIN</u>	<u>Flow</u> <u>Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	Aug	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>CC1</u>	<u>485</u>	<u>489</u>	<u>464</u>	<u>395</u>	<u>480</u>	<u>634</u>	<u>500</u>	<u>621</u>	<u>979</u>	<u>1,042</u>	<u>440</u>	<u>483</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>CC1</u>	<u>109</u>	<u>110</u>	<u>104</u>	<u>90</u>	<u>109</u>	<u>147</u>	<u>117</u>	<u>144</u>	<u>225</u>	<u>233</u>	<u>97</u>	<u>107</u>		
BLANCO	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>NS1</u>	<u>281</u>	<u>292</u>	<u>308</u>	<u>252</u>	<u>417</u>	<u>619</u>	<u>492</u>	<u>623</u>	<u>679</u>	<u>615</u>	<u>290</u>	<u>276</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>NS1</u>	<u>63</u>	<u>66</u>	<u>68</u>	<u>57</u>	<u>94</u>	<u>144</u>	<u>114</u>	<u>146</u>	<u>156</u>	<u>137</u>	<u>64</u>	<u>61</u>		
BLANCO	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>NS3</u>	<u>2,619</u>	<u>2,627</u>	<u>2,581</u>	<u>2,361</u>	<u>3,095</u>	<u>4,350</u>	<u>3,686</u>	<u>4,520</u>	<u>6,031</u>	<u>6,423</u>	<u>2,509</u>	<u>2,642</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>NS3</u>	<u>589</u>	<u>592</u>	<u>577</u>	<u>537</u>	<u>708</u>	<u>1,011</u>	<u>859</u>	<u>1,055</u>	<u>1,387</u>	<u>1,441</u>	<u>558</u>	<u>586</u>		
KEYSTONE	<u>302132</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>486</u>	<u>500</u>	<u>433</u>	<u>322</u>	<u>345</u>	<u>353</u>	<u>270</u>	<u>344</u>	<u>522</u>	<u>700</u>	<u>384</u>	<u>502</u>		
<u>WAHA</u>	<u>302404</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>2,543</u>	<u>2,513</u>	<u>2,410</u>	<u>2.097</u>	<u>2,688</u>	<u>3,740</u>	<u>3,154</u>	<u>3.883</u>	<u>5,355</u>	<u>5,776</u>	<u>2,356</u>	<u>2,523</u>		
TRANSPORT	ATION CO	NTRACT DEM	IAND	•	<u>7,175</u>	<u>7,189</u>	<u>6,945</u>	<u>6,111</u>	<u>7,936</u>	<u>10,998</u>	<u>9,192</u>	<u>11,336</u>	<u>15,334</u>	<u>16,367</u>	<u>6,698</u>	<u>7,180</u>		

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. FT3EH000

Effective on: June 1, 2024

EXHIBIT A

To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Effective Dates: See ¶ 9 - October 31, 2024

									Maxii	num Qua	ntity - D-C	ode (Dth/d) 1/					
Primary Receipt Point(s) / Location(s) (Scheduling Code(s))		Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow	lanuary	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
BLANCO	216748	DAEPCWIL		CC1	485			395	480	634	500	621	979		1			
BONDADST	340827	DAEPCWIL		CC1	100			90	100	147	117	144		7 -				
BLANCO	216748	DAEPCWIL		NS1	281	292		252	417	619	492	623			290	276		
BONDADST	340827	DAEPCWIL	216815	NS1	63	66	68	57	94	144	114	146	156	137	64	61		
BLANCO	216748	DAEPCWIL	216815	NS3	2,619	2,627	2,581	2,361	3,095	4,350	3,686	4,520	6,031	6,423	2,509	2,642		
BONDADST	340827	DAEPCWIL	216815	NS3	589	592	577	537	708	1,011	859	1,055	1,387	1,441	558	586		
KEYSTONE	216750	DAEPCWIL	216815	SS1	486	500	433	322	345	353	270	344	522	700	384	502		
WAHA	216752	DAEPCWIL	216815	SS1	2,543	2,513	2,410	2,097	2,688	3,740	3,154	3,883	5,355	5,776	2,356	2,523		
TRANSPORT	ATION CO	NTRACT DEMA	AND		7,175	7,189	6,945	6,111	7,936	10,998	9,192	11,336	15,334	16,367	6,698	7,180		

Shipper's Transportation Contract Demand: See Paragraph 11

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

Agreement No. FT3EH000-FT1EPNG Agreement No. FT3EH000

EXHIBIT-B To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
1 0111(0)	1 0111(0)				10012/	Curcharges of
As listed in	As listed in					
Exhibit A	Exhibit A	See ¶ 9 - December 31, 2015	(1a)			
As listed in	As listed in					
Exhibit A	Exhibit A	January 1, 2016 - September 30, 2016	(1b)			
As listed in	As listed in					
Exhibit A	Exhibit A	October 1, 2016 - October 31, 2024	(1c)			

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	See ¶ 9 - December 31, 2015	(1a)			
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	January 1, 2016 - September 30, 2016	(1b)			
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	October 1, 2016 - October 31, 2024	(1c)			

Ex. B-1

Agreement No. FT3EH000

EXHIBIT B

To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.
 - 1a As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$9.0277 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.
 - 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 \$9.1189 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.
 - 1c As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.7986 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2<u>EXHIBIT B, B-1</u> <u>To The</u> <u>Firm Transportation Service Agreement</u> <u>Rate Schedule FT-1</u> <u>between</u> <u>EL PASO NATURAL GAS COMPANY, L.L.C.</u>

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> Delivery <u>Point(s)</u>		Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024		<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
Primary and Alternal Receipt Point(s) / Location(s)	Delivery	nd Alternate / Point(s) / ation(s)	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
<u>302347 STML SJ</u> <u>302344 STML AN</u> <u>302346 STML PE</u>	<u>IA</u> <u>300754</u>		If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	2/	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/
 As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.7986 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.

Part VII: Non-Conforming Section 14.2 - AEPCO #FT3EH000-FT1EPNG Exhibit B Version 3.0.0

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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.

EXHIBIT B, B-2
(CONT.)

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> Delivery <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate</u> <u>Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate</u> Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before <u>10/31/2024, then from the later</u> <u>of the ISD or 6/1/2024 through</u> <u>10/31/2024 ("Period A")</u>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- <u>1b/</u> As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8943 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.

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

				P_2	Agre	ement No. FT3E	H000-FT1	EPNG
			<u>EXHIBIT B,</u> (CONT.)					
<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	<u>3</u>	Reservation Rate 1	/ Usage Rate	<u>Fuel</u>	<u>S</u>	urcharges
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2024 through either: 1)</u> <u>Period A does not apply, o</u> <u>Years minus the number</u> <u>represented by Period A, if F</u> <u>apply ("Period B</u>	or 2) ten (10) of Months Period A does	<u>1c/</u>	<u>1/</u>	<u>2/</u>		<u>3/</u>
Drimon, and Alto		Drimon Land Altornata						
<u>Primary and Alte</u> <u>Receipt Point(s) / Lo</u>		<u>Primary and Alternate</u> Delivery Point(s) / Location(s)	Effe	ctive Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
All EPNG Receip except those requincremental rates Willcox Lateral Re Points) or Third P Charges pursuan Section 4.9 of Tra Tariff	uiring <u>eceipt</u> <u>Party</u> <u>it to GT&C</u>	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	<u>10/31/2034, i</u> <u>apply, or 2</u> <u>minus the r</u> <u>represente</u>	through either: 1) f Period A does not 2) ten (10) Years number of Months ed by Period A, if s apply ("Period B")	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- <u>1/</u> 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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Agreement No. FT3EH000-FT1EPNG **EXHIBIT B, B-4** (CONT.) Primary Primary Receipt Delivery Point(s) Point(s) Effective Dates Reservation Rate 1/ Usage Rate Fuel Surcharges As listed in As listed in The Day after the last Day of Period B 3/ <u>1d/</u> 1/ 2/ Exhibit A Exhibit A through 10/31/2039 Primary and Alternate Primary and Alternate Receipt Point(s) / Location(s) Delivery Point(s) / Location(s) Effective Dates Reservation Rate 1/ Usage Rate Fuel Surcharges All EPNG Receipt Points All EPNG Delivery Points except those requiring except those requiring incremental rates (e.g., incremental rates (e.g., Willcox Lateral Delivery Willcox Lateral Receipt The Day after the last Day of 1d/ 1/ 2/ 3/ Period B through 10/31/2039 Points) or Third Party Points) or Third Party Charges pursuant to GT&C Charges pursuant to GT&C Section 4.9 of Transporter's Section 4.9 of Transporter's Tariff Tariff

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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Issued on: May 1, 2024

EXHIBIT B, B-5 (CONT.)

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2039 – 10/31/2054</u>				

Notes:

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 15 - Arizona Electric Power Coop. #FT3EJ000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EJ000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

<u>Between</u>

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Transportation Service Agreement

Rate Schedule FT-1 Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The <u>"Project Facilities").</u>

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

- 7. Rates and Surcharges: As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No

TOD

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> (Dth/d)	Time Period
<u>2,407</u>	January
<u>2,403</u>	February
2,590	March
7,646	April
15,189	May
11,827	June
13,633	July
11,489	August
7,491	September
7,165	October
2,514	November
2,406	December

 11.
 Term of Firm Transportation Service:
 Beginning:
 June 1, 2024

 Ending:
 October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. Effect on Prior Agreement(s): On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EJ000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EJ000-FT1EPNG, dated September 21, 2022.
- 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.)

Agreement No. FT3EJ000

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

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

EL PASO NATURAL GAS COMPANY, L.L.C. ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Accepted and agreed to this Accepted and agreed to this

, 2024. , 2024 day of day of

> Firm Transportation Service Agreement Rate Schedule FT-1

> > between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015

Agreement No. FT3EJ000

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 1, 2015

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

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 3. Applicable Tariff: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
- 4. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
- 5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

- 6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.
- 7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 8. Negotiated Rate Agreement: Yes_X__No____
- 9. Term of Agreement:

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EJ000), Contract No. FT3EH000, Contract No. H222V000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification

Agreement No. FT3EJ000

date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

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

10. *Effect on Prior Agreement(s):* When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT258000 originally dated July 1, 2006 and last amended and restated by agreement dated January 1, 2009.

	Time Period
(Dth/d)	
7.646	April 2015 - 2024
<u> </u>	May 2015 - 2024
10,870	June 2015 - 2016
6,293	June 2017
11,827	June 2018 – 2024
13,633	July 2015 - 2016
-8,265	<u>July 2017</u>
13,633	July 2018 - 2024
11,489	August 2015 - 2024
7,491	September 2015 - 2024
7,165	October 2015 - 2024
2,514	November 2015 - 2023
2,406	December 2015 - 2023
2,407	January 2016 - 2024
2,403	February 2016 - 2024
2,590	March 2016 - 2024

11. Transportation Contract Demand ("TCD"):

12. Notices, Statements, and Bills:

To Shipper: Arizona Electric Power Cooperative, Inc. Post Office Box 670 Benson, AZ 85602 Attn: Manager Power Trading (Notices and Invoices)

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

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 15 - Arizona Electric Power Coop. #FT3EJ000-FT1EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. FT3EJ000

- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA ELECTRIC POWER EL PASO NATURAL GAS COMPANY, L.L.C. COOPERATIVE, INC.

By	By
 Name	Will W. Brown Director of Marketing
Title	
Date	Date

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT A To The Firm Transportation Service Agreement Rate Schedule FT-1 between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximum	n Quantity	-D-Code ((Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	<u>Primary</u> Delivery PIN Name	<u>Del</u> <u>PIN</u>	<u>Flow</u> <u>Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
<u>BLANCO</u>	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>CC1</u>	<u>161</u>	<u>162</u>	<u>173</u>	<u>170</u>	<u>232</u>	<u>362</u>	<u>286</u>	<u>355</u>	<u>492</u>	<u>457</u>	<u>164</u>	<u>162</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>CC1</u>	<u>37</u>	<u>37</u>	<u>39</u>	<u>39</u>	<u>53</u>	<u>85</u>	<u>66</u>	<u>83</u>	<u>113</u>	<u>102</u>	<u>37</u>	<u>36</u>		
BLANCO	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>NS1</u>	<u>95</u>	<u>98</u>	<u>115</u>	<u>110</u>	<u>200</u>	<u>355</u>	<u>1,698</u>	<u>358</u>	<u>341</u>	<u>268</u>	<u>109</u>	<u>93</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>NS1</u>	<u>21</u>	<u>22</u>	<u>26</u>	<u>25</u>	<u>46</u>	<u>82</u>	<u>66</u>	<u>83</u>	<u>78</u>	<u>60</u>	<u>24</u>	<u>21</u>		
BLANCO	<u>300714</u>	DAEPCWIL	<u>300754</u>	<u>NS3</u>	<u>878</u>	<u>879</u>	<u>960</u>	<u>1,021</u>	<u>1,498</u>	<u>2,489</u>	<u>2,112</u>	<u>2,596</u>	<u>1,621</u>	<u>2,810</u>	<u>943</u>	<u>883</u>		
BONDADST	<u>300724</u>	DAEPCWIL	<u>300754</u>	<u>NS3</u>	<u>197</u>	<u>197</u>	<u>214</u>	<u>230</u>	<u>342</u>	<u>576</u>	<u>492</u>	<u>605</u>	<u>696</u>	<u>629</u>	<u>207</u>	<u>195</u>		
KEYSTONE	<u>302132</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>164</u>	<u>167</u>	<u>162</u>	<u>5,139</u>	<u>11,516</u>	<u>5,736</u>	<u>5,524</u>	<u>5,181</u>	<u>3,034</u>	<u>306</u>	<u>143</u>	<u>168</u>		
<u>WAHA</u>	<u>302404</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>854</u>	<u>841</u>	<u>901</u>	<u>912</u>	<u>1,302</u>	<u>2,142</u>	<u>3,389</u>	<u>2,228</u>	<u>1,116</u>	<u>2,533</u>	<u>887</u>	<u>848</u>		
TRANSPORT	ATION CC	NTRACT DEM	AND		<u>2,407</u>	<u>2,403</u>	<u>2,590</u>	<u>7,646</u>	<u>15,189</u>	<u>11,827</u>	<u>13,633</u>	<u>11,489</u>	<u>7,491</u>	<u>7,165</u>	<u>2,514</u>	<u>2,406</u>		

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. FT3EJ000

Issued on: May 1, 2024

Effective on: June 1, 2024

EXHIBIT A

To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Effective Dates: See ¶ 9 - December 31, 2015

									Maxii	mum Quai	ntity - D-Co	ode (Dth/d) 1/					
Primary Receipt Point(s) / Location(s) (Scheduling	DRN	Primary Delivery Point(s) / Location(s) (Scheduling	Delivery DRN	Flow													Delivery Pressure (p.s.i.g.) Not less	Delivery Pressure (p.s.i.g.) Not greater
Code(s))	Code(s)		Code(s)		January	February	March	April	Мау	June	July		September				than 2/	than 2/
BLANCO	216748	DAEPCWIL	216815	CC1				170	232	362	<u>286</u>	355	492	457	164	162		
BONDADST	340827	DAEPCWIL	216815	CC1				39	53	85	66	83	113	102	37	36		
BLANCO	216748	DAEPCWIL	216815	NS1				110	200	355	1,698	358	341	268	109	93		
BONDADST	340827	DAEPCWIL	216815	NS1				25	46	82	66	83	78	60	24	21		
BLANCO	216748	DAEPCWIL	216815	NS3				1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	340827	DAEPCWIL	216815	NS3				230	342	576	492	605	696	629	207	195		
KEYSTONE	216750	DAEPCWIL	216815	SS1				139	167	4,779	5,524	5,181	3,034	306	143	168		
WAHA	216752	DAEPCWIL	216815	SS1				5,912	12,651	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORT	ATION CO	NTRACT DEMA	AND					7,646	15,189	10,870	13,633	11,489	7,491	7,165	2,514	2,406		

Effective Dates: January 1, 2016 - December 31, 2016

									Maxir	num Quai	ntity - D-Co	ode (Dth/d) 1/					
Primary Receipt Point(s) / Location(s) (Scheduling	DRN	(Scheduling	Delivery DRN	Flow	lenueru	Fabruary	Marah	April	Mau	luna	lulu.	August	Santambar	Ostabar	Nevember	December	Delivery Pressure (p.s.i.g.) Not less	Delivery Pressure (p.s.i.g.) Not greater
Code(s))	Code(s)		Code(s)			February	March	April	May	June	July	August	September				than 2/	than 2/
BLANCO				CC1	161		173	170	232	362	286	355	492	457	164	-		
BONDADST	340827	DAEPCWIL	216815	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	216748	DAEPCWIL	216815	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	340827	DAEPCWIL	216815	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	216748	DAEPCWIL	216815	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	340827	DAEPCWIL	216815	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	216750	DAEPCWIL	216815	SS1	164	167	162	139	11,516	4,779	5,524	5,181	3,034	306	143	168		
WAHA	216752	DAEPCWIL	216815	SS1	854	841	901	5,912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORT	ATION CO	NTRACT DEMA	AND		2,407	2,403	2,590	7,646	15,189	10,870	13,633	11,489	7,491	7,165	2,514	2,406		

Effective Dates: January 1, 2017 - December 31, 2017

Primary		Primary							Maxin	num Quai	ntity - D-Co	ode (Dth/d) 1/					
Receipt Point(s) / Location(s) (Scheduling		Delivery Point(s) / Location(s) (Scheduling		Flow													Delivery Pressure (p.s.i.g.) Not less	Delivery Pressure (p.s.i.g.) Not greater
Code(s))	Code(s)	Code(s))	Code(s)	Path	January	February	March	April	May	June	July	August	September	October	November	December	than 2/	than 2/
BLANCO	216748	DAEPCWIL	216815	CC1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	340827	DAEPCWIL	216815	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	216748	DAEPCWIL	216815	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	340827	DAEPCWIL	216815	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	216748	DAEPCWIL	216815	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	340827	DAEPCWIL	216815	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	216750	DAEPCWIL	216815	SS1	164	167	162	5,139	11,516	202	156	5,181	3,034	306	143	168		
WAHA	216752	DAEPCWIL	216815	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORT	ATION CO	NTRACT DEMA	ND		2,407	2,403	2,590	7,646	15,189	6,293	8,265	11,489	7,491	7,165	2,514	2,406		

Effective Dates: January 1, 2018 - October 31, 2024

Primary		Primary							Maxir	num Quai	ntity - D-Co	ode (Dth/d) 1/					
Receipt Point(s) / Location(s) (Scheduling		Delivery Point(s) / Location(s) (Scheduling	Delivery DRN	Flow													Delivery Pressure (p.s.i.g.) Not less	Delivery Pressure (p.s.i.g.) Not greater
Code(s))	Code(s)		Code(s)	Path	January	February	March	April	May	June	July	August	September	October	November	December	than 2/	than 2/
BLANCO	216748	DAEPCWIL	216815	CC1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	340827	DAEPCWIL	216815	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	216748	DAEPCWIL	216815	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	340827	DAEPCWIL	216815	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	216748	DAEPCWIL	216815	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	340827	DAEPCWIL	216815	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	216750	DAEPCWIL	216815	SS1	164	167	162	5,139	11,516	5,736	5,524	5,181	3,034	306	143	168		
WAHA	216752	DAEPCWIL	216815	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORT	ATION CO	NTRACT DEMA	AND		2,407	2,403	2,590	7,646	15,189	11,827	13,633	11,489	7,491	7,165	2,514	2,406		

Shipper's Transportation Contract Demand: See Paragraph 11

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

Agreement No. FT3EJ000

EXHIBIT_B To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel-2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶ 9 - October 31, 2024	(1a)	_	-	_

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary and Alternate Delivery Point(s) / Location(s) -(Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel-2/	Surcharges 3/
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	See ¶ 9 - October 31, 202 4	(1a)	_	-	-

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

Part VII: Non-Conforming Section 15.2 - AEPCO #FT3EJ000-FT1EPNG Exhibit B Version 3.0.0

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$11.7986 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FT-1 to the Arizona rate zone ("Final Reservation Rate") that is lower than \$11.7986 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum offective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

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.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1

<u>To The</u> <u>Firm Transportation Service Agreement</u> <u>Rate Schedule FT-1</u> <u>between</u> <u>EL PASO NATURAL GAS COMPANY, L.L.C.</u> <u>and</u> <u>ARIZONA ELECTRIC POWER COOPERATIVE, INC.</u> <u>(Shipper)</u>

Dated: April 9, 2024

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate</u> <u>Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- <u>1a</u>/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.7942 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.

Part VII: Non-Conforming Section 15.2 - AEPCO #FT3EJ000-FT1EPNG Exhibit B Version 3.0.0

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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.

EXHIBIT B, B-2
<u>(CONT.)</u>

<u>Receipt</u> <u>Point(s)</u>	<u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharge</u>
<u>As listed in</u> Exhibit A	<u>As listed in</u> <u>Exhibit A</u>	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Receipt Point(s) / Location(s)	Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 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 \$13.8899 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.

			<u>EXHIBIT B, E</u> (CONT.)	<u>3-3</u>	_			
<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	2	Reservation I	Rate 1/ Usage R	<u>ate Fuel</u>		<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2024 through either: 1)</u> Period A does not apply, o Years minus the number represented by Period A, if f apply ("Period B	r 2) ten (10) of Months Period A does	<u>1c/</u>	<u>1/</u>	<u>2/</u>		<u>3/</u>
Primary and A <u>Receipt Point(s)</u> /		<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	<u>Effecti</u>	ve Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
All EPNG Rece except those re incremental rat Willcox Lateral Points) or Third Charges pursu Section 4.9 of Tariff	equiring tes (e.g., <u>Receipt</u> d Party lant to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	10/31/2034, if not apply, or 2 minus the nur represented Period A does	rough either: 1) f Period A does t) ten (10) Years mber of Months by Period A, if s apply ("Period 3")	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
 - ACA: The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

(CONT.)							
<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> Delivery <u>Point(s)</u>	<u>Effective Dates</u>	Reservation Rate 1	1/ <u>Usage Rate</u>	<u>Fuel</u>	<u> </u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> Exhibit A	The Day after the last Day of Pe through 10/31/2039	eriod B <u>1d/</u>	<u>1/</u>	<u>2/</u>		<u>3/</u>
<u>Primary and Alte</u> <u>Receipt Point(s) / Le</u>	ocation(s)	<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff			<u>The Day after the last Day of</u> Period B through 10/31/2039	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

EXHIBIT B, B-4 (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.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

EXHIBIT B, B-5 (CONT.)

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2039 – 10/31/2054</u>				

Notes:

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 17 - Arizona Electric Power Coop. #H222V000-FH12EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H222V000-FH12EPNG

Agreement No. H222V000

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Agreement No. H222V000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H Dated: April 9, 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: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"

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 additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the 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 Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The <u>"Project Facilities").</u>

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

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.

Agreement No. H222V000-FH12EPNG

- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No_____

10. Transportation Contract Demand ("TCD"):

<u>TCD</u>

(Dth/d)	Time Period
<u>9,460</u>	November - March
7,424	April
16,000	May - September
18,212	October

11.Term of Firm Transportation Service:Beginning:June 1, 2024Ending:October 31, 2054

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

- 12. Notices, Statements, and Bills:
 - To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. Effect on Prior Agreement(s): On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H222V000, originally dated April 1, 2015, and Transporter's Agreement No. H222V000-FH12EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 17 - Arizona Electric Power Coop. #H222V000-FH12EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H222V000-FH12EPNG

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 COMP			-	
Accepted and agreed to this		Accepted and agreed to this		
day of	, 2024.	day of	, 2024.	
		nsportation Service Agreement te Schedule FT-H		
		between		
	El Paso Nat	ural Gas Company, L.L.C.		
		and		
	Arizona Elect	ric Power Cooperative, Inc.		
	Đa	ted: April 1, 2015		

Agreement No. H222V000

	Transportation Service Agreement Rate Schedule FT-H
	Dated: April 1, 2015
	The Parties identified below, in consideration of their mutual promises, agree as follows:
4	Transportor: EL PASO NATURAL GAS COMPANY, L.L.C.
2	Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.
3.	Applicable Tariff: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4	Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT- H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5.	Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"
	— Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.
	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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.
6.	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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.
7	Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8	
9	
	Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222V000), Contract No. FT3EH000, Contract No. FT3EJ000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification <i>Agreement</i> No. H222V000

date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or

acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

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

10. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H2223000 originally dated June 1, 2006.

11. Transportation Contract Demand ("TCD"):

TCD	Time Period				
(Dth/d)					
7,424	April				
16,000	May				
16,000	<u>June 2015 – 2016</u>				
7,424	June 2017				
16,000	June 2018 – 2024				
	July 2015 2016				
7,424	July 2017				
16,000	July 2018 – 2024				
	August - September				
18,212	October				
9,460	November - March				

12. Notices, Statements, and Bills:

To Shipper:

Arizona Electric Power Cooperative, Inc. Post Office Box 670 Benson, AZ 85602 Attn: Manager Power Trading (Notices and Invoices)

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

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

El Paso Natural Gas Company, L.L	.C.	Part VII: Non-Conforming
FERC Gas Tariff	Section 17 - Arizona Electric Power	Coop. #H222V000-FH12EPNG
Third Revised Volume No. 1A		Version 3.0.0

Agreement No. H222V000

- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA ELECTRIC POWER EL PASO NATURAL GAS COMPANY, L.L.C. COOPERATIVE, INC.

By	Βγ
Name	Will W. Brown Director of Marketing
Title	
Date	Date

Agreement No. H222V000

EXHIBIT A To The Hourly Firm Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Effective Dates: See ¶ 9 - December 31, 2015

	-	-	-	-	-					Maxi	mum Qua	ntity - D-C	ode (Dth/d)	4/					
ן די (S	Frimary Receipt oint(s) / cation(s) sheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
KE	YSTONE	216750	DAEPCWIL	216815	SS1	-	_	-	4 ,620	4 ,703	13,376	13,355	13,363	13,238	2,281	5,712	5,643	-	-
₩	HA.	216752	DAEPCWIL	216815	SS1	-	-	-	2,804	11,297	2,624	2,645	2,637	2,762	15,931	3,748	3,817	-	-
_		_	-	_	_	_	_	_	_	_	_	_	_	-	_	-	-	-	_
TR		ATION CON	TRACT DEMAN	Ð		-	-	-	7,424	16,000	16,000	16,000	16,000	16,000	18,212	9,460	9,460	-	-

Effective Dates: January 1, 2016 - December 31, 2016

	-	-	-	-	-		Maximum Quantity - D-Code (Dth/d) 1/												
t (f	Primary Receipt Point(s) / ocation(s) Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
	KEYSTONE	216750	DAEPCWIL	216815	SS1	5,607	5,640	5,746	4 ,620	13,279	13,376	13,355	13,363	13,238	16,781	5,712	5,643	-	-
	WAHA	216752	DAEPCWIL	216815	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817	-	-
	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	_	-	-	_
	TRANSPORT	ATION CON	TRACT DEMAN	Ð		9,460	9,460	9,460	7,424	16,000	16,000	1 6,000	16,000	16,000	18,212	9,460	9,460	-	_

Issued on: May 1, 2024

Effective on: June 1, 2024

Effective Dates: January 1, 2017 - December 31, 2017

-	-	-	-	-		Maximum Quantity - D-Code (Dth/d) 1/												
Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December		Delivery Pressure (p.s.i.g.) Not greater than 2/
KEYSTONE	216750	DAEPCWIL	216815	SS1	5,607	5,640	5,746	4 ,620	13,279	4,800	4 ,779	13,363	13,238	16,781	5,712	5,643	-	-
WAHA	216752	DAEPCWIL	216815	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817	_	-
_	-	-	-	-	-	_	=	-	=	-	-	_	_	-	-	=	-	-
TRANSPORT	TATION CON	TRACT DEMAN	Ð		9,460	9,460	9,460	7,42 4	16,000	7,424	7,424	16,000	16,000	18,212	9,460	9,460	_	_

Effective Dates: January 1, 2018 - October 31, 2024

. –		-	-	-	-		Maximum Quantity - D-Code (Dth/d) 1/												
Locati	eipt t(s) / ion(s)	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December	Pressure (p.s.i.g.) Not less	Delivery Pressure (p.s.i.g.) Not greater than 2/
KEYST	ONE	216750	DAEPCWIL	216815	SS1	5,607	5,640	5,746	4 <u>,620</u>	13,279	13,376	13,355	13,363	13,238	16,781	5,712	5,643	-	-
WAHA		216752	DAEPCWIL	216815	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817	-	-
-		-	-	-	_	_	-	-	-	-	-	-	-	L.	-	-	-	-	-
TRANS	SPORT/		FRACT DEMAN	Đ		9,460	9,460	9,460	7,42 4	16,000	16,000	16,000	16,000	16,000	18,212	9,460	9,460	-	-

Shipper's Transportation Contract Demand: See Paragraph 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month-

Part VII: Non-Conforming Section 17.1 - AEPCO #H222V000-FH12EPNG Exhibit A Version 3.0.0

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

Agreement No. H222V000-FH12EPNG

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

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximun	n Quantity	-D-Code (Dth/d) 1/						
Primary <u>Receipt</u> PIN Name	<u>Rec</u> <u>PIN</u>	<u>Primary</u> Delivery PIN Name	<u>Del</u> <u>PIN</u>	<u>Flow</u> <u>Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	Aug	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Delivery</u> <u>Pressure</u> (p.s.i.g) <u>Not less</u> than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	<u>302132</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>5,607</u>	<u>5,640</u>	<u>5,746</u>	<u>4,620</u>	<u>13,279</u>	<u>13,376</u>	<u>13,355</u>	<u>13,363</u>	<u>13,238</u>	<u>16,781</u>	<u>5,712</u>	<u>5,643</u>		
<u>WAHA</u>	<u>302404</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>3,853</u>	<u>3,820</u>	<u>3,714</u>	<u>2,804</u>	<u>2,721</u>	<u>2,624</u>	<u>2,645</u>	<u>2,637</u>	<u>2,762</u>	<u>1,431</u>	<u>3,748</u>	<u>3,817</u>		
TRANSPORT	ANSPORTATION CONTRACT DEMAND				<u>9,460</u>	<u>9,460</u>	<u>9,460</u>	<u>7,424</u>	<u>16,000</u>	<u>16,000</u>	<u>16,000</u>	<u>16,000</u>	<u>16,000</u>	<u>18,212</u>	<u>9,460</u>	<u>9,460</u>		

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.

Issued on: May 1, 2024

Effective on: June 1, 2024

Agreement No. H222V000

EXHIBIT B To The Hourly Firm Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel-2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	- Sec ¶ 9 ~ October 31, 202 4	(1a)	_	-	-

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage-Rate-1/	Fuel-2/	Surcharges-3/
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	- See ¶ 9 - October 31, 202 4	(1a)	-	-	-

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

Part VII: Non-Conforming Section 17.2 - AEPCO #H222V000-FH12EPNG Exhibit B Version 3.0.0

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff.
 The negotiated reservation rate shall be \$13.7635 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-12 to the Arizona rate zone ("Final Reservation Rate") that is lower than \$13.7635 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

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.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1 <u>To The</u> Firm Hourly Transportation Service Agreement <u>Rate Schedule FT-H</u>

between

EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	2/	<u>3/</u>

Primary and Alternate	Primary and Alternate					
<u>Receipt Point(s) / Location(s)</u>	<u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>

<u>302347 STML SJN</u> 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>	
--	-----------------	--	------------	-----------	-----------	-----------	--

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/
 As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.7600 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.

Part VII: Non-Conforming Section 17.2 - AEPCO #H222V000-FH12EPNG Exhibit B Version 3.0.0

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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

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

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-2	
(CONT.)	

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate</u> <u>Receipt Point(s) / Location(s)</u>	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate	<u>Fuel</u>	Surcharges
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before <u>10/31/2024, then from the later</u> <u>of the ISD or 6/1/2024 through</u> <u>10/31/2024 ("Period A")</u>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- <u>1b/</u> As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$15.8557 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.

Part VII: Non-Conforming Section 17.2 - AEPCO #H222V000-FH12EPNG Exhibit B Version 3.0.0

Agreement No. H222V000-FH12EPNG

	EXHIBIT B, B-3 (CONT.)												
<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Date	<u>S</u>	Reservation Rate 1	/ <u>Usage Rate</u>	<u>Fuel</u>	<u>S</u>	<u>urcharges</u>					
As listed in As listed in Exhibit A Exhibit A		<u>11/1/2024 through either: 1)</u> <u>Period A does not apply, of</u> <u>Years minus the number</u> <u>represented by Period A, if</u> <u>apply ("Period E</u>	or 2) ten (10) of Months Period A does	<u>1c/</u>	<u>1/</u>	<u>2/</u>		<u>3/</u>					
Primary and A Receipt Point(s)		<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	Effe	ctive Dates	Reservation Rate 1/	Usage Rate	Fuel	0.1					
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff		All EPNG Delivery Points					<u>1 uei</u>	Surcharges					

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$16.3915 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Agreement No. H222V000-FH12EPNG

EXHIBIT B, E	3-4
<u>(CONT.)</u>	

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates		Reservation Ra	t <u>e 1/ Usage Rate</u>	<u>e Fuel</u>	<u>.</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	The Day after the last Day of through 10/31/2039		<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>	
<u>Primary and Al</u> Receipt Point(s) / I		Primary and Alternate Delivery Point(s) / Location(s)	Effec	ctive Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
All EPNG Recei except those red incremental rate Willcox Lateral I Points) or Third Charges pursua Section 4.9 of T Tariff	pt Points quiring ss (e.g., Receipt Party int to GT&C	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	The Day aff	ter the last Day of rough 10/31/2039	<u>1d/</u>	1/	2/	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-5 (CONT.)

<u>Primary</u> <u>Receipt</u> Point(s)	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2039 – 10/31/2054</u>				

Notes:

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

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 18 - Arizona Electric Power Coop. #H822F000-FH8EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H822F000

Firm Hourly Transportation Service Agreement Rate Schedule FT-H

between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015

Agreement No. H822F000

Transportation Service Agreement

Rate Schedule FT-H

Dated: April 1, 2015

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

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

- 3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
- 4. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Firm Hourly Transportation Service: Eight Hour Peaking "FTH-8"

 Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

- 6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.
- Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 8. Negotiated Rate Agreement: Yes___X___ No_____
- 9. Term of Agreement:

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H822F000), Contract No. FT3EH000, Contract No. FT3EJ000, and Contract No. H222V000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 18 - Arizona Electric Power Coop. #H822F000-FH8EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H822F000

date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

- A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.
- 10. *Effect on Prior Agreement(s):* When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H8223000 originally dated June 1, 2006.
- 11. Transportation Contract Demand ("TCD"):

- 12. Notices, Statements, and Bills:
- To Shipper:

Arizona Electric Power Cooperative, Inc. Post Office Box 670 Benson, AZ 85602 Attn: Manager Power Trading (Notices and Invoices)

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

- 13. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

El Paso Natural Gas Company, L.L.C	2. Part VII: Non-Conforming
FERC Gas Tariff	Section 18 - Arizona Electric Power Coop. #H822F000-FH8EPNG
Third Revised Volume No. 1A	Version 3.0.0

Agreement No. H822F000

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA ELECTRIC POWER EL PASO NATURAL GAS COMPANY, L.L.C. COOPERATIVE, INC.

By	Ву	_
	Will W. Brown	
Name	Director of Marketing	
Title		
Date	Date	_

Agreement No. H822F000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

<u>Between</u>

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

<u>And</u>

ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H Dated: April 9, 2024

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

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

Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. 2.

- 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 3. 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.
- Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and 4. 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.

Firm Hourly Transportation Service: Eight Hour Peaking "FTH-8"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as (i) the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- The approval of the appropriate management, management committee, and/or board of directors of Transporter (ii) and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and 6. Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

- 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. Negotiated Rate: Yes X No
- 10. Transportation Contract Demand ("TCD"):
 - TCD

(Dth/d) Time Period

 1,535
 November - March

 8,553
 April - October

11.Term of Firm Transportation Service:Beginning:June 1, 2024Ending:October 31, 2054

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

12. Notices, Statements, and Bills:

To Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC. P. O. Box 670 1000 South Hwy. 80 Benson, AZ 85602-0670 Attn: Christopher Jimenez

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

- 13. Effect on Prior Agreement(s): On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H822F000, originally dated April 1, 2015, and Transporter's Agreement No. H822F000-FH8EPNG, dated September 21, 2022.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

El Paso Natural Gas Company, L.L.C.Part VII: Non-ConformingFERC Gas TariffSection 18 - Arizona Electric Power Coop. #H822F000-FH8EPNGThird Revised Volume No. 1AVersion 3.0.0

Agreement No. H822F000-FH8EPNG

IN WITNESS HEREOF, the Pa means and an electronic signature shall		cuted this Agreement. This Agreeme	· · · · · · · · · · · · · · · · · · ·
EL PASO NATURAL GAS COMPANY,	L.L.C.	ARIZONA ELECTRIC POWE COOPERATIVE, INC.	<u>ER</u>
Accord and agreed to this		Accepted and agreed to this	
Accepted and agreed to this		Accepted and agreed to this	
day of	<u>, 2024.</u>	day of	, 2024.

Agreement No. H822F000

EXHIBIT A To The Hourly Firm Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Effective Dates: See ¶ 9 - December 31, 2015

	-	-	-	-	-					Maxim	um Quantii	y - D-Code	e (Dth/d) 1/						
Re Poi Loca (Sch	imary ceipt nt(s) / ition(s) eduling de(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))		Flow Path	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
KEY	TONE	216750	DAEPCWIL	216815	SS1	-	-	-	5,323	5,418	5,530	5,506	5,515	5,371	2,628	927	916	-	-
WAF	A	216752	DAEPCWIL	216815	SS1	-	-	-	3,230	3,135	3,023	3,047	3,038	3,182	5,925	608	619	-	-
-		-	-	-	-	-	-	=	-	-	-	-	-	=	=	-	-	-	-
TRA	SPORT	ATION CON	TRACT DEMA	NÐ		_	_	-	8,553	8,553	8,553	8,553	8,553	8,553	8,553	1,535	1,535	_	-

Effective Dates: January 1, 2016 - October 31, 2024

	-	-	-	-	-					Maxim	um Quanti	ty - D-Code	: (Dth/d) 1/						Delivery Pressure (p.s.i.g.) Not greater than 2/
Re Poi Loca (Sche	mary ceipt nt(s) / tion(s) eduling de(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December	Delivery	
KEYS	TONE	216750	DAEPCWIL	216815	SS1	910	915	932	5,323	5,418	5,530	5,506	5,515	5,371	6,904	927	916	-	-
WAH	A	216752	DAEPCWIL	216815	SS1	625	620	603	3,230	3,135	3,023	3,047	3,038	3,182	1,649	608	619	-	-
_		-	-	-	-	-	-	-	-	_	_	-	_	-	-	-	-	-	-
TRAN	SPORT	ATION CONT	FRACT DEMA	ND		1,535	1,535	1,535	8,553	8,553	8,553	8,553	8,553	8,553	8,553	1,535	1,535	=	_

Issued on: May 1, 2024

Effective on: June 1, 2024

Part VII: Non-Conforming Section 18.1 - AEPCO #H822F000-FH8EPNG Exhibit A Version 3.0.0

Shipper's Transportation Contract Demand: See Paragraph 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

Agreement No. H822F000-FH8EPNG

EXHIBIT A <u>To The</u> Firm Hourly Transportation Service Agreement Rate Schedule FT-H

between EL PASO NATURAL GAS COMPANY, L.L.C. and ARIZONA ELECTRIC POWER COOPERATIVE, INC. (Shipper)

Dated: April 9, 2024

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

									Maximum	Quantity	-D-Code	(Dth/d) 1/						
Primary Receipt PIN Name	<u>Rec</u> <u>PIN</u>	<u>Primary</u> Delivery PIN Name	<u>Del</u> <u>PIN</u>	<u>Flow</u> <u>Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Delivery</u> <u>Pressure</u> (p.s.i.g) <u>Not less</u> <u>than 2/</u>	Delivery Pressure (p.s.i.q) <u>Not</u> greater than 2/
<u>KEYSTONE</u>	<u>302132</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>910</u>	<u>915</u>	<u>932</u>	<u>5,323</u>	<u>5,418</u>	<u>5,530</u>	<u>5,506</u>	<u>5,515</u>	<u>5,371</u>	<u>6,904</u>	<u>927</u>	<u>916</u>		
<u>WAHA</u>	<u>302404</u>	DAEPCWIL	<u>300754</u>	<u>SS1</u>	<u>625</u>	<u>620</u>	<u>603</u>	<u>3,230</u>	<u>3,135</u>	<u>3,023</u>	<u>3.047</u>	<u>3,038</u>	<u>3,182</u>	<u>1,649</u>	<u>608</u>	<u>619</u>		
TRANSPORT	ATION CO	NTRACT DEM	IAND		<u>1,535</u>	<u>1,535</u>	<u>1,535</u>	<u>8,553</u>	<u>1,535</u>	<u>1,535</u>								

Notes:

Issued on: May 1, 2024

Part VII: Non-Conforming Section 18.1 - AEPCO #H822F000-FH8EPNG Exhibit A Version 3.0.0

- 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.

Part VII: Non-Conforming Section 18.2 - AEPCO #H822F000-FH8EPNG Exhibit B Version 3.0.0

Agreement No. H822F000

EXHIBIT B To The Hourly Firm Transportation Service Agreement between El Pase Natural Gas Company, L.L.C. (Transporter) and Arizona Electric Power Cooperative, Inc. (Shipper) Dated: April 1, 2015

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges-3/
As listed in Exhibit A	As listed in Exhibit A	- See ¶ 9 - October 31, 202 4	(1a)	-	-	-

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel-2/	Surcharges 3/
STML SJN STML ANA STML PER	216822 216823 216824	DAEPCWIL	216815	- See ¶ 9 - October 31, 2024	(1a)	-	-	-

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

— 1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-8 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$23.5973 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-8 to the Arizona rate zone ("Final Reservation Rate") that is lower than \$23.5973 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

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.

Agreement No. H822F000-FH8EPNG

<u>EXHIBIT B, B-1</u>
<u>To The</u>
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharge
As listed in Exhibit A	<u>As listed in</u> Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	2/	<u>3/</u>

Primary and Alternate	Primary and Alternate					
<u>Receipt Point(s) / Location(s)</u>	<u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>

<u>302347 STML SJN</u> 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
--	-----------------	--	------------	-----------	-----------	-----------

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/
 As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.5885 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.

Part VII: Non-Conforming Section 18.2 - AEPCO #H822F000-FH8EPNG Exhibit B Version 3.0.0

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-1 (CONT.)

Notes:

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.

EXHIBIT B, B-2 (CONT.)

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Primary and Alternate <u>Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before <u>10/31/2024, then from the later</u> of the ISD or 6/1/2024 through <u>10/31/2024 ("Period A")</u>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 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 \$25.6842 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.

EXH	<u>IIBIT</u>	Β,	B-3
	(CON	IT.)	

<u>Receipt</u> <u>Point(s)</u>	<u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharg</u>
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2024 through either: 1) 10/31/2034, if</u> Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Primary and Alternate	Primary and Alternate					
Receipt Point(s) / Location(s)	Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharges
All EPNG Receipt Points	All EPNG Delivery Points except	11/1/2024 through either: 1)				
except those requiring	those requiring incremental	10/31/2034, if Period A does not				
incremental rates (e.g., Willcox	rates (e.g., Willcox Lateral	apply, or 2) ten (10) Years minus				
Lateral Receipt Points) or Third	Delivery Points) or Third Party	the number of Months represented	<u>1c/</u>	<u>1/</u>	2/	<u>3/</u>
Party Charges pursuant to	Charges pursuant to GT&C	by Period A, if Period A does apply				
GT&C Section 4.9 of	Section 4.9 of Transporter's					
Transporter's Tariff	Tariff	<u>("Period B")</u>				

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$25.5166 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

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

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

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

HIBIT B, B-4	
(CONT.)	

EXHIB

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate	<u>1/ Usage Rate</u>	<u>Fuel</u>		<u>Surcharges</u>
<u>As listed in</u> Exhibit A	<u>As listed in</u> Exhibit A	The Day after the last Day of F through 10/31/2039	Period B 1d/	<u>1/</u>	<u>2/</u>		<u>3/</u>
<u>Primary and Altern</u> Receipt Point(s) / Loc		<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate</u>	<u>Fuel</u>	Surcharge
All EPNG Receipt except those requir incremental rates (Willcox Lateral Rec Points) or Third Pa Charges pursuant	ring e.g., ceipt rty		The Day after the last Day of Period B through 10/31/2039	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

EXHIBIT B, B-5 (CONT.)

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
<u>As listed in</u> <u>Exhibit A</u>	<u>As listed in</u> <u>Exhibit A</u>	<u>11/1/2039 - 10/31/2054</u>				

Notes:

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