



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. ("AEPSCO") (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 ("AEPSCO 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 AEPSCO agreed to amend the AEPSCO 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² See *El Paso Natural Gas Co.*, Docket No. RP15-615-000 and RP15-615-001 (Mar. 25, 2015) (unpublished letter order).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 DAEPDWIL 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).

⁸ *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 first-come/first-served basis if firm capacity is available to and at the requested point(s), the change will not harm other firm shippers, and the change is operationally feasible. Section 8.1(g) of the GT&C governs the rate application for redesignated points including to different zones (i.e., same zone, upstream zone, or downstream zone), unless the parties agree to an otherwise applicable rate.

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

Mr. Tim Cronin
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4290
Tim_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.

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

Enclosures

Certificate of Service

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

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

/s/

Shelly L. Busby

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents Version 93.0.0

Part VII: Non-Conforming Agreements (index)

Version 91.0.0

Section 14.0 Arizona Electric Power Cooperative #FT3EH000-FT1EPNG Version 3.0.0

Section 14.1 Arizona Electric Power #FT3EH000-FT1EPNG Exhibit A Version 3.0.0

Section 14.2 Arizona Electric Power #FT3EH000-FT1EPNG Exhibit B Version 3.0.0

Section 15.0 Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG Version 3.0.0

Section 15.1 Arizona Electric Power #FT3EJ000-FT1EPNG Exhibit A Version 3.0.0

Section 15.2 Arizona Electric Power #FT3EJ000-FT1EPNG Exhibit B Version 3.0.0

Section 17.0 Arizona Electric Power Coop. #H222V000-FH12EPNG Version 3.0.0

Section 17.1 Arizona Electric Power #H222V000-FH12EPNG Exhibit A Version 3.0.0

Section 17.2 Arizona Electric Power #H222V000-FH12EPNG Exhibit B Version 3.0.0

Section 18.0 Arizona Electric Power Coop. #H822F000-FH8EPNG Version 3.0.0

Section 18.1 Arizona Electric Power #H822F000-FH8EPNG Exhibit A Version 3.0.0

Section 18.2 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)-(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 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 Project Facilities 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 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

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	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		
TRANSPORTATION CONTRACT DEMAND					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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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, 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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")	1b/	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.
- 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:

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

**EXHIBIT B, B-3
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA 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 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 Project Facilities 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 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.)
- 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

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	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		
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:

- 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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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, 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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")	1b/	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.
- 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.

**EXHIBIT B, B-3
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA 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)-(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 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 Project Facilities 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 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, 2024

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	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
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		
TRANSPORTATION CONTRACT 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, 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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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, 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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")	1b/	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.
- 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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.

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 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 Project Facilities 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 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.**

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	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
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		
TRANSPORTATION CONTRACT 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, 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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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, 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPWIL	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/	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.
- 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:

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

**EXHIBIT B, B-3
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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 \$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.

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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.

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)-(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 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 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.

Will W Brown

Patrick F Ledger

Will W. Brown

Patrick F. Ledger

Chief Commercial Officer - West Region Gas Pipelines

Vice President and Chief Executive Officer

Accepted and agreed to this

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

30 day of April, 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

		Maximum Quantity-D-Code (Dth/d) 1/																
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	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		
TRANSPORTATION CONTRACT DEMAND					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 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 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	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, 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.)**

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")	1b/	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
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPDWIL	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/	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.
- 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:

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

**EXHIBIT B, B-3
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA 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 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 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.)
- 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

Patrick F Ledger

Will W. Brown

Patrick F. Ledger

Chief Commercial Officer - West Region Gas Pipelines

Vice President and Chief Executive Officer

Accepted and agreed to this

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

_____ 30 day of _____ April _____, 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

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

- 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 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 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 DAEPWCWIL	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/

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, 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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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")	1b/	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.
- 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.

**EXHIBIT B, B-3
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA 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)-(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 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 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

Patrick F Ledger

Will W. Brown

Patrick F. Ledger

Chief Commercial Officer - West Region Gas Pipelines

Vice President and Chief Executive Officer

Accepted and agreed to this

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

_____ 30 day of April _____, 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	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
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		
TRANSPORTATION CONTRACT 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, 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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPDWIL	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/

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, 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.)**

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")	1b/	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
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")	1b/	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.
 - 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 1/	Usage Rate	Fuel	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 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 Tariff	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")	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:

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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 F-T-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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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.

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 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 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

Patrick F Ledger

Will W. Brown

Patrick F. Ledger

Chief Commercial Officer - West Region Gas Pipelines

Vice President and Chief Executive Officer

Accepted and agreed to this

Accepted and agreed to this

4/30/2024

_____ day of _____, 2024.

_____ 30 day of _____ April _____, 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	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	DAEPCWIL	300754	ISS1	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	ISS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817		
TRANSPORTATION CONTRACT 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, 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 Dates	Reservation Rate 1/	Usage 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 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	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, 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.)**

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")	1b/	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
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPDWIL	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/	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.
- 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:

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 1/	Usage Rate	Fuel	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 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 Tariff	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")	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:

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

**EXHIBIT B, B-4
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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 F-T-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.

**EXHIBIT B, B-5
(CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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.

Clean Tariff Section(s)

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Section 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

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Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
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Section 45	UNS Gas, Inc. #619450-FH3EPNG
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Section 49	Salt River Project #OA237000-OPASEPNG

Part VII: Non-Conforming Agreements (Continued)

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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
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Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG

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

List of Non-Conforming Agreements

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

List of Non-Conforming Agreements (Continued)

Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Sterling City, Texas #982T
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997

List of Non-Conforming Agreements (Continued)

MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Mieco LLC FT-1 Agreement #620365-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-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

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
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Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
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Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-
FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-
FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (Continued)

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
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WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

- X-42 Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company.

- T-18 Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company.

- T-23 Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co.

- T-30 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

- T-31 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

- T-32 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

- T-33 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

NON-CONFORMING AGREEMENTS

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Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG
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

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 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 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.)

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.

Agreement 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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
BLANCO	300714	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		
TRANSPORTATION CONTRACT DEMAND					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.

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.
 (Shipper)

Dated: April 9, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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.

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.

Agreement No. FT3EH000-FT1EPNG

**EXHIBIT B, B-2
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPDWIL	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/	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.
- 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:

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

Agreement No. FT3EH000-FT1EPNG

**EXHIBIT B, B-3
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

Agreement No. FT3EH000-FT1EPNG

**EXHIBIT B, B-5
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Agreement No. FT3EJ000-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. FT3EJ000-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 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, 2024

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-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

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
BLANCO	300714	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		
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:

- 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-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.
 (Shipper)

Dated: April 9, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPWIL	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/

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:

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

Agreement No. FT3EJ000-FT1EPNG

**EXHIBIT B, B-2
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEP CWIL	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/	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.
- 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.

Agreement No. FT3EJ000-FT1EPNG

**EXHIBIT B, B-3
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

Agreement No. FT3EJ000-FT1EPNG

**EXHIBIT B, B-4
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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:

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

Agreement No. FT3EJ000-FT1EPNG

**EXHIBIT B, B-5
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA 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 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 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.

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

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

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

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

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPWIL	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/

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.

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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEP CWIL	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/	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.
- 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:

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

Agreement No. H222V000-FH12EPNG

**EXHIBIT B, B-3
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

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

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

Agreement No. H222V000-FH12EPNG

**EXHIBIT B, B-4
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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 \$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.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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.

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)-(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. H822F000-FH8EPNG

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

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

9. **Negotiated Rate:** Yes No

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

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

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

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.

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

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	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		
TRANSPORTATION CONTRACT 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.

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.
 (Shipper)

Dated: April 9, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPWIL	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/

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.

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.

Agreement No. H822F000-FH8EPNG

**EXHIBIT B, B-2
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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")	1b/	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.
- 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.

Agreement No. H822F000-FH8EPNG

**EXHIBIT B, B-3
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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")	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:
 The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

**EXHIBIT B, B-4
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</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	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 after the last Day of Period B through 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.

Agreement No. H822F000-FH8EPNG

**EXHIBIT B, B-5
 (CONT.)**

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	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 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

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Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
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Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Texas Gas Service Company #H322A000
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Section 72	City of Lordsburg, NM #FX22B000
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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

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

List of Non-Conforming Agreements

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

List of Non-Conforming Agreements (Continued)

Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Sterling City, Texas #982T
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997

List of Non-Conforming Agreements (Continued)

MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Mieco LLC FT-1 Agreement #620365-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-~~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~~

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT3HX000-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT3EA000
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000
EWM P1, LLC Agreement #FT3FM000
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG
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MRC Permian Company FT-1 Agreement #612815-FT1EPNG
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New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG
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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
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Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-
FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-
FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (Continued)

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
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WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

- X-42 Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company.

- T-18 Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company.

- T-23 Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co.

- T-30 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

- T-31 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

- T-32 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

- T-33 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

NON-CONFORMING AGREEMENTS

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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
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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

Agreement No. FT3EH000-FT1EPNG~~Agreement No. FT3EH000~~

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

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 No

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

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

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.)

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.

~~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 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 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~~

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.~~

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

TCD (Dth/d)	Time Period
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
7,175	January
7,189	February
6,945	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.~~

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
COOPERATIVE, INC.~~

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

By _____

By _____

Name _____

Will W. Brown
Director of Marketing

Title _____

Date _____

Date _____

Agreement 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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
BLANCO	300714	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		
TRANSPORTATION CONTRACT DEMAND					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.

Agreement No. FT3EH000

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

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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	DAEPCWIL	216815	CC1	485	489	464	395	480	634	500	621	979	1,042	440	483		
BONDADST	340827	DAEPCWIL	216815	CC1	109	110	104	90	109	147	117	144	225	233	97	107		
BLANCO	216748	DAEPCWIL	216815	NS1	281	292	308	252	417	619	492	623	679	615	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		
TRANSPORTATION CONTRACT DEMAND					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/
As listed in Exhibit A	As listed in Exhibit A	See ¶ 9 - December 31, 2015	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2016 - September 30, 2016	(1b)			
As listed in Exhibit A	As listed in 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~~ **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

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>302347 STML SJN 302344 STML ANA 302346 STML PER</u>	<u>300754 DAEPCWIL</u>	<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>	<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.
- 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.

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.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-2
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>302347 STML SJN 302344 STML ANA 302346 STML PER</u>	<u>300754 DAEPDWIL</u>	<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>	<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 \$13.8943 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:

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

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-3
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>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")</u>	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

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

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-4
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<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>	<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>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<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-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.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-5
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in 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.

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

Agreement No. FT3EJ000-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. FT3EJ000-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 No

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

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

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

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-FT1EPNG

Agreement No. FT3EJ000

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

~~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 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 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~~

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.~~

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

TCD (Dth/d)	Time Period
7,646	April 2015 - 2024
15,189	May 2015 - 2024
10,870	June 2015 - 2016
6,293	June 2017
11,827	June 2018 - 2024
13,633	July 2015 - 2016
-8,265	July 2017
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

~~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.~~

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
COOPERATIVE, INC.**~~

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

~~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

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</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>		
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		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<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

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

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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	DAEPCWIL	216815	CC1				170	232	362	286	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		
TRANSPORTATION CONTRACT DEMAND								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

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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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	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		
TRANSPORTATION CONTRACT DEMAND					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 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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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		
TRANSPORTATION CONTRACT DEMAND					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 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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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		
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		

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, 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-1; as such rates may be changed from time to time.

~~1a~~ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree 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 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.

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

Agreement No. 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.
 (Shipper)

Dated: April 9, 2024

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPWIL	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/

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:

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

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-2
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>302347 STML SJN 302344 STML ANA 302346 STML PER</u>	<u>300754 DAEP CWIL</u>	<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>	<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.

Agreement No. FT3EJ000-FT1EPNG

**EXHIBIT B, B-3
 (CONT.)**

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>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")</u>	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

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

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-4
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<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>	<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>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<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-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.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-5
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in 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.

Agreement No. H222V000

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)-(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. 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 No

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

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

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.

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

Accepted and agreed to this

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

~~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. 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:

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: 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. ~~Negotiated Rate Agreement: Yes No~~
9. ~~Term of Agreement: _____~~

~~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.~~

Agreement 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 (Dth/d)	Time Period
7,424	April
16,000	May
16,000	June 2015 – 2016
7,424	June 2017
16,000	June 2018 – 2024
16,000	July 2015 – 2016
7,424	July 2017
16,000	July 2018 – 2024
16,000	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.~~

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
COOPERATIVE, INC.~~

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

~~By _____~~

~~By _____~~

~~Will W. Brown~~

~~Name _____~~

~~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

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	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	216750	DAEPCWIL	216815	SS1	-	-	-	4,620	4,703	13,376	13,355	13,363	13,238	2,281	5,712	5,643	-	-
WAHA	216752	DAEPCWIL	216815	SS1	-	-	-	2,804	11,297	2,624	2,645	2,637	2,762	15,931	3,748	3,817	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND					-	-	-	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

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	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT 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	-	-

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

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	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND					9,460	9,460	9,460	7,424	16,000	7,424	7,424	16,000	16,000	18,212	9,460	9,460	-	-

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

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	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
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	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT 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	-	-

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. 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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>													
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow 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 Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
<u>KEYSTONE</u>	<u>302132</u>	<u>DAEPCWIL</u>	<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>	<u>DAEPCWIL</u>	<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>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<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.

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	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, 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-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. 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.

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

Agreement No. 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

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

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

302347 STML SJN
302344 STML ANA
302346 STML PER

300754 DAEPWIL

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/

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.

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 Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>302347 STML SJN 302344 STML ANA 302346 STML PER</u>	<u>300754 DAEP CWIL</u>	<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>	<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 \$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.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-3
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>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")</u>	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<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>	<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>	<u>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")</u>	<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-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, B-4
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<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>	<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>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<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 \$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 Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in 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.

~~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.~~
- ~~7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.~~
- ~~8. **Negotiated Rate Agreement:** Yes 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 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~~

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"):**~~

TCD (Dth/d)	Time Period
8,553	April – October
1,535	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.~~

~~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.~~

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 _____ By _____

Name _____ Will W. Brown
Director of Marketing

Title _____

Date _____ Date _____

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

Agreement No. H822F000-FH8EPNG

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)-(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. H822F000-FH8EPNG

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

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

9. **Negotiated Rate:** Yes No

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

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

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

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.

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

Accepted and agreed to this

_____ day of _____, 2024. _____ 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

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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	216750	DAEPCWIL	216815	SS1	-	-	-	5,323	5,418	5,530	5,506	5,515	5,371	2,628	927	916	-	-
WAHA	216752	DAEPCWIL	216815	SS1	-	-	-	3,230	3,135	3,023	3,047	3,038	3,182	5,925	608	619	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND					-	-	-	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

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	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	216750	DAEPCWIL	216815	SS1	910	915	932	5,323	5,418	5,530	5,506	5,515	5,371	6,904	927	916	-	-
WAHA	216752	DAEPCWIL	216815	SS1	625	620	603	3,230	3,135	3,023	3,047	3,038	3,182	1,649	608	619	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT 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	-	-

Shipper's Transportation Contract Demand: See Paragraph 14

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. 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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>													
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow 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 Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
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		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>1,535</u>	<u>1,535</u>	<u>1,535</u>	<u>8,553</u>	<u>8,553</u>	<u>8,553</u>	<u>8,553</u>	<u>8,553</u>	<u>8,553</u>	<u>8,553</u>	<u>1,535</u>	<u>1,535</u>		

Notes:

Issued on: May 1, 2024

Effective on: June 1, 2024

- 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. H822F000

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	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, 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.

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

Agreement No. 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.
(Shipper)

Dated: April 9, 2024

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

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

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.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-2
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<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>	<u>1b/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>302347 STML SJN 302344 STML ANA 302346 STML PER</u>	<u>300754 DAEPDWIL</u>	<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>	<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.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-3
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>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")</u>	<u>1c/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

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

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-4
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<u>1d/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<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>	<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>	<u>The Day after the last Day of Period B through 10/31/2039</u>	<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.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-5
(CONT.)

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in 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.