



July 25, 2024

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

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

Re: Negotiated Rate Agreements Filing;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP24-

Commissioners:

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

Proposed with an effective date of August 1, 2024, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect three new fixed negotiated rate transportation service agreements ("TSAs") with Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS"). Additionally, EPNG is proposing to remove five non-conforming agreements as well as one negotiated rate agreement from its Tariff. EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the August 1, 2024 effective date, as described below.

## **Background**

EPNG's Tariff currently includes Agreement Nos. FT3CP000, H322A000 and H322B000, non-conforming negotiated rate TSAs with TGS that each reflect a varying transportation contract demand with a term that extends through either July 31, 2024 (Agreement Nos. FT3CP000 and H322B000) or May 16, 2025 (Agreement No. H322A000) (referred to herein as the "Original TSAs").<sup>1</sup> Additionally, EPNG's Tariff includes Agreement No. OA232000, a non-conforming operator point aggregation service agreement ("OPASA") with TGS (together with the "Original TSAs" is referred to herein as the "Original Package").<sup>2</sup>

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP14-1088-000 (July 30, 2014) (unpublished letter order) and Docket No. RP14-1088-001 (May 7, 2015) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP14-1088-000 (July 30, 2014) (unpublished letter order).

### **Reason for Filing**

Recently, EPNG and TGS entered into negotiations regarding the agreements comprising the Original Package. Those negotiations resulted in the execution of three new TSAs (i.e., Agreement Nos. 620677-FH3EPNG, 620670-FT1EPNG and 620673-FH3EPNG) with contractual rights-of-first-refusal and extensions of the underlying capacity beginning August 1, 2024 and extending through October 31, 2044 (“New TSAs”). TGS and EPNG also executed a new OPASA to begin August 1, 2024 (together with the “New TSAs” is referred to herein as the “New Package”).

Each of the agreements comprising the New Package conform to the applicable Form of Service Agreement for Rate Schedules FT-1, FT-H or OPAS (“Pro Forma”). Consequently, EPNG is proposing to remove the agreements comprising the Original Package from its Tariff as they will no longer be in effect beginning August 1, 2024 and to include information pertinent to the New TSAs as required for negotiated rate agreements.

### *Negotiated Rates*

Section 4.18 of the General Terms and Conditions (“GT&C”) of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. With this in mind, EPNG and TGS agreed to fixed negotiated reservation rates for Agreement Nos. 620677-FH3EPNG and 620670-FT1EPNG. For Agreement No. 620673-FH3EPNG, the parties agreed to a fixed negotiated reservation rate for the period August 1, 2024 through May 16, 2025 and a discounted reservation rate for the period May 17, 2025 through October 31, 2044 (i.e., the remaining term). These underlying rates also apply to certain alternate points for the applicable periods.

When implementing a negotiated rate TSA, the Commission’s policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>3</sup> In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms for the New TSAs.

### **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2023) and Subpart C of Part 154 of the Commission's regulations.<sup>4</sup>

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<sup>3</sup> See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

<sup>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

Part I, Section 1 updates the Tariff Table of Contents to remove the agreements contained in the Original Package from the applicable lists.<sup>5</sup> Additionally, EPNG is proposing to remove a non-conforming, negotiated rate TSA with City of Las Cruces, NM (i.e., Agreement No. FT2AJ000-FT1EPNG) from the relevant lists since that TSA was recently amended to be subject to the maximum tariff rate and to conform with the applicable Pro Forma beginning July 1, 2024. The index page for Part VII is modified to reflect the removal of the Original TSAs as well as the removal of Agreement No. FT2AJ000-FT1EPNG.

The index page for negotiated rate agreements found on Part II, Section 5.0 is updated to list the New TSAs. Additionally, a negotiated rate TSA with Devon Gas Services, L.P. (i.e., Agreement No. 616483-FT1EPNG) has been removed from the list since that TSA was recently amended to extend the term of service and to change the applicable rate from a negotiated reservation rate to the maximum tariff rate beginning August 1, 2024.

Part II, Sections 5.9, 5.10 and 5.19 reflect the inclusion of the required information on the negotiated rates and terms applicable to the New TSAs. Specifically, the proposed tariff records reflect the legal name for TGS, the negotiated rate, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement conforms in all material respects with the relevant Pro Forma.

Part II, Section 5.39 and Part VII, Section 5.0 reflect the removal of the TSAs for Devon Gas Services, L.P. and City of Las Cruces, NM, respectively. Similarly, the agreements included in the Original Package are removed from Part VII, Sections 46.0 – 46.2, 51.0 – 52.2 and 54.0 – 54.1 and those sections are reserved for future use.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records; and
- c) clean and marked versions of the tariff records in PDF format.

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<sup>5</sup> EPNG is also proposing to update this tariff record to correct the misspelling of two customer names.

<sup>6</sup> 18 C.F.R. §§ 154.1 – 154.603 (2023).

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on August 1, 2024, consistent with the effective date of the New TSAs. As such, EPNG respectfully requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2023) of the Commission's regulations.<sup>7</sup> 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:

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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

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<sup>7</sup> See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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 25<sup>th</sup> day of July 2024.

/s/

Shelly L. Busby

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



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**List of Non-Conforming Agreements**

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Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
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**List of Non-Conforming Agreements (Continued)**

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City of Lordsburg #FX22B000  
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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  
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E.M.W. Gas Association #FX22A000  
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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  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
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**List of Non-Conforming Agreements (Continued)**

Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997 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  
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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  
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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  
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



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Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
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Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
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Comision Federal de Electricidad #FT3CM000  
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ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG  
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
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Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-  
FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

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Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG  
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Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG  
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

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Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	Texas Gas Service Company #620677-FH3EPNG
Section 5.10	Texas Gas Service Company #620670-FT1EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Texas Gas Service Company #620673-FH3EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
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Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
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Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FTH-3 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620677-FH3EPNG 4/	8/1/24 – 10/31/44	205,182	January	1a/	1/ 2/ 3/	300714 BLANCO	301065 DSUG PAN
		205,351	February			302404 WAHA	301057 DSUG ELP
		185,409	March			302132 KEYSTONE	301060 DSUG EPE
		94,927	April				330796 DWGI EP1
		51,233	May				320491 DWGI AT2
		39,747	June				320604 DSUG SKY
		40,422	July				
		39,867	August				
		40,533	September				
		88,146	October				
		184,510	November				
		206,158	December				
				1a/	1/ 2/ 3/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						302347 STML SJN	301056 DSUG CRN
						302346 STML PER	301062 DSUG KWX
						300704 ANADARKO	301057 DSUG ELP
							301060 DSUG EPE
							301065 DSUG PAN
							320604 DSUG SKY
							320491 DWGI AT2
							330796 DWGI EP1
							310270 EPLAT

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 Rates 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 negotiated rate(s) of \$10.7158 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.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620670-FT1EPNG 4/	8/1/24 – 10/31/44	53,767	January	1a/	1/ 2/ 3/	302132 KEYSTONE	301056 DSUG CRN
		55,367	February			302404 WAHA	301057 DSUG ELP
		7,808	March				301062 DSUG KWX
		3,927	April				
		1,084	June – August				
		1,461	September				
		3,927	October				
		7,808	November				
		52,641	December				
						1a/	1/ 2/ 3/
						302347 STML SJN	301056 DSUG CRN
						302346 STML PER	301062 DSUG KWX
						300704 ANADARKO	301057 DSUG ELP
							301060 DSUG EPE
							301065 DSUG PAN
							320604 DSUG SKY
							320491 DWGI AT2
							330796 DWGI EP1
							310270 EPLAT

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 Rates 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 negotiated rate(s) of \$7.2848 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.

4/ This contract does not deviate in any material aspect from the form of service agreement.



Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FTH-3 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620673-FH3EPNG 4/	8/1/24 – 5/16/25	5,924	January	1a/	1/ 2/ 3/	310270 EPLAT	301057 DSUG ELP
		5,700	February				
		1,616	March				
		24,000	April – May				
		24,000	August – October				
		1,800	November				
		6,122	December				
	5/17/25 – 10/31/44	5,924	January	1b/	1/ 2/ 3/	310270 EPLAT	301057 DSUG ELP
		5,700	February				
		1,616	March				
		24,000	April – October				
		1,800	November				
		6,122	December				

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 Rates 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 \$10.9521 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) of \$3.7656 per Dekatherm per Month, which shall be payable regardless of quantities transported. The rate(s) under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

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

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

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

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
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Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
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Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
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Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

Reserved

Reserved

Reserved



Reserved

Reserved

Reserved

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Reserved

Reserved

Reserved

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Section 9.17	Nominations, Scheduling and Recalls
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Section 9.21	Flexible Receipt and Delivery Point(s)
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Section 17	Annual Charge Adjustment Surcharge
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Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

#### **Part V: Forms of Transportation Service Agreements**

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

#### **Part VI: Graphical Illustrations**

Section 1	North/South System Map
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#### **Part VII: Non-Conforming Agreements**

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	<del>City of Las Cruces, NM #FT2AJ000</del> Reserved
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG



**Part VII: Non-Conforming Agreements (Continued)**

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-FT1EPNG
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
Section 23	Mexicana de Cobre, S.A. de C.V. #FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	<del>Texas Gas Service Company #H322A000</del> Reserved
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG

**Part VII: Non-Conforming Agreements (Continued)**

Section 50	Texas Gas Service Company Letter Agreement
Section 51	<del>Texas Gas Service Company #FT3CP000</del> Reserved
Section 52	<del>Texas Gas Service Company #H322B000</del> Reserved
Section 54	<del>Texas Gas Service Company #OA232000</del> Reserved
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG

**Part VII: Non-Conforming Agreements (Continued)**

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
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-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

**List of Non-Conforming Agreements (Continued)**

Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
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

**List of Non-Conforming Agreements (Continued)**

Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997 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



**List of Non-Conforming Negotiated Rate Agreements (Continued)**

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT3HX000-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG  
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG  
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-  
FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

**List of Non-Conforming Negotiated Rate Agreements (Continued)**

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  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG  
~~Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000~~  
~~Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000~~  
~~Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000~~  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG  
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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



**Statement of Negotiated Rates**

Section 5.1	BP Energy Company #619601-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	<del>Reserved</del> <u>Texas Gas Service Company #620677-FH3EPNG</u>
Section 5.10	<del>Reserved</del> <u>Texas Gas Service Company #620670-FT1EPNG</u>
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	<del>Reserved</del> <u>Texas Gas Service Company #620673-FH3EPNG</u>
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Reserved
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	Chevron U.S.A. Inc. #620689-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	<del>Devon Gas Services, L.P. #616483-FT1EPNG</del> <u>Reserved</u>
Section 5.40	Hartree Partners, LP #614700-FT1EPNG

Section 5.41	Reserved
Section 5.42	Reserved
Section 5.43	Eco-Energy Natural Gas, LLC #617940-FT1EPNG
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	Reserved
Section 5.48	Reserved
Section 5.49	Sempra Gas & Power Marketing, LLC #618975-FT1EPNG

Statement of Negotiated Rates  
 (Rates per Dth/day)

<u>Rate Schedule FTH-3</u>	<u>Term of</u>	<u>TCD</u>	<u>Reservation</u>	<u>Usage</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>	
<u>Shipper Identification</u>	<u>Agreement</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>	
Texas Gas Service Company,	8/1/24 – 10/31/44	205,182	January	1a/	1/ 2/ 3/	300714 BLANCO	301065 DSUG PAN
A Division of ONE Gas, Inc.		205,351	February			302404 WAHA	301057 DSUG ELP
#620677-FH3EPNG 4/		185,409	March			302132 KEYSTONE	301060 DSUG EPE
		94,927	April				330796 DWGI EP1
		51,233	May				320491 DWGI AT2
		39,747	June				320604 DSUG SKY
		40,422	July				
		39,867	August				
		40,533	September				
		88,146	October				
		184,510	November				
		206,158	December				
						<u>Primary and Alternate</u>	<u>Primary and Alternate</u>
						<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
			1a/	1/ 2/ 3/		302347 STML SJN	301056 DSUG CRN
						302346 STML PER	301062 DSUG KWX
						300704 ANADARKO	301057 DSUG ELP
							301060 DSUG EPE
							301065 DSUG PAN
							320604 DSUG SKY
							320491 DWGI AT2
							330796 DWGI EP1
							310270 EPLAT

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 Rates 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 negotiated rate(s) of \$10.7158 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.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Statement of Negotiated Rates  
 (Rates per Dth/day)

<u>Rate Schedule FT-1</u>	<u>Term of</u>	<u>TCD</u>	<u>Reservation</u>	<u>Usage</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>	
<u>Shipper Identification</u>	<u>Agreement</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>	
<u>Texas Gas Service Company,</u>	<u>8/1/24 – 10/31/44</u>	<u>53.767</u>	<u>January</u>	<u>1a/</u>	<u>1/ 2/ 3/</u>	<u>302132 KEYSTONE</u>	<u>301056 DSUG CRN</u>
<u>A Division of ONE Gas, Inc.</u>		<u>55.367</u>	<u>February</u>			<u>302404 WAHA</u>	<u>301057 DSUG ELP</u>
<u>#620670-FT1EPNG 4/</u>		<u>7.808</u>	<u>March</u>				<u>301062 DSUG KWX</u>
		<u>3.927</u>	<u>April</u>				
		<u>1.084</u>	<u>June – August</u>				
		<u>1.461</u>	<u>September</u>				
		<u>3.927</u>	<u>October</u>				
		<u>7.808</u>	<u>November</u>				
		<u>52.641</u>	<u>December</u>				
					<u>Primary and Alternate</u>	<u>Primary and Alternate</u>	
					<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>	
			<u>1a/</u>	<u>1/ 2/ 3/</u>	<u>302347 STML SJN</u>	<u>301056 DSUG CRN</u>	
					<u>302346 STML PER</u>	<u>301062 DSUG KWX</u>	
					<u>300704 ANADARKO</u>	<u>301057 DSUG ELP</u>	
						<u>301060 DSUG EPE</u>	
						<u>301065 DSUG PAN</u>	
						<u>320604 DSUG SKY</u>	
						<u>320491 DWGI AT2</u>	
						<u>330796 DWGI EP1</u>	
						<u>310270 EPLAT</u>	

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 Rates 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 negotiated rate(s) of \$7.2848 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.

4/ This contract does not deviate in any material aspect from the form of service agreement.

~~Reserved~~

Statement of Negotiated Rates  
 (Rates per Dth/day)

<u>Rate Schedule FTH-3</u> <u>Shipper Identification</u>	<u>Term of</u> <u>Agreement</u>	<u>TCD</u> <u>(Dth/d)</u>	<u>Reservation</u> <u>Rate 1/</u>	<u>Usage</u> <u>Rate</u>	<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>Point(s)</u>
<u>Texas Gas Service Company,</u> <u>A Division of ONE Gas, Inc.</u> <u>#620673-FH3EPNG 4/</u>	<u>8/1/24 – 5/16/25</u>	<u>5,924</u> <u>January</u>	<u>1a/</u>	<u>1/ 2/ 3/</u>	<u>310270 EPLAT</u>	<u>301057 DSUG ELP</u>
		<u>5,700</u> <u>February</u>				
		<u>1,616</u> <u>March</u>				
		<u>24,000</u> <u>April – May</u>				
		<u>24,000</u> <u>August – October</u>				
		<u>1,800</u> <u>November</u>				
		<u>6,122</u> <u>December</u>				
	<u>5/17/25 – 10/31/44</u>	<u>5,924</u> <u>January</u>	<u>1b/</u>	<u>1/ 2/ 3/</u>	<u>310270 EPLAT</u>	<u>301057 DSUG ELP</u>
		<u>5,700</u> <u>February</u>				
		<u>1,616</u> <u>March</u>				
		<u>24,000</u> <u>April – October</u>				
		<u>1,800</u> <u>November</u>				
		<u>6,122</u> <u>December</u>				

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 Rates 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 \$10.9521 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) of \$3.7656 per Dekatherm per Month, which shall be payable regardless of quantities transported. The rate(s) under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

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

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

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

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

~~Statement of Negotiated Rates~~

~~(Rates per Dth/day)~~

<del>Rate Schedule FT-1</del>	<del>Term of</del>	<del>TCD</del>	<del>Reservation</del>	<del>Usage</del>	<del>Primary</del>		
<del>Shipper Identification</del>	<del>Service</del>	<del>(Dth/d)</del>	<del>Rate 1/</del>	<del>Rate</del>	<del>Point(s)</del>		
<del>Devon Gas Services, L.P.</del>	<del>8/1/2022</del>	<del>7/31/2024</del>	<del>18,000</del>	<del>1a/</del>	<del>1/</del>	<del>48279 IROCKDOV</del>	<del>302136</del>
<del>KEYTRAN</del>							
<del>#616483 FT1EPNG 4/</del>							

~~Primary and Alternate~~      ~~Primary and Alternate~~  
~~Receipt Point(s)~~      ~~Delivery Point(s)~~

~~1/~~      ~~1/~~      ~~Any Receipt and Delivery Point combinations in which the Receipt Point and Delivery Point are both Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Point as specified in Exhibit A.~~

~~1b/~~      ~~1/~~      ~~Any Receipt and Delivery Point combinations in which the Receipt Point, the Delivery Point, or both are not Permian Basin locations.~~

~~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 \$1.9771 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~



~~1b/—As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border—Ehrenberg Index and the daily NGI El Paso—Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily reservation rate plus an incremental \$0.1000 per Dekatherm per Day.~~

~~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.~~

~~4/—This contract does not deviate in any material aspect from the form of service agreement.~~

Reserved

NON-CONFORMING AGREEMENTS

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

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	<del>Texas Gas Service Company #H322A000</del> <u>Reserved</u>
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG
Section 50	Texas Gas Service Company Letter Agreement
Section 51	<del>Texas Gas Service Company #FT3CP000</del> <u>Reserved</u>
Section 52	<del>Texas Gas Service Company #H322B000</del> <u>Reserved</u>
Section 54	<del>Texas Gas Service Company #OA232000</del> <u>Reserved</u>
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #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
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

~~Agreement No. FT2AJ000~~

~~Firm Transportation Service Agreement  
Rate Schedule FT-1~~

~~between~~

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

~~and~~

~~City of Las Cruces, New Mexico~~

~~Dated: July 1, 2014~~

~~Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Dated: July 1, 2014~~

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:** CITY OF LAS CRUCES, NEW MEXICO~~

~~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 X~~

~~9. **Term of Agreement:** Beginning: February 1, 2007  
Ending: June 30, 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 amend and restate the following agreement(s) between the Parties: Agreement No. FT2AJ000 originally dated February 1, 2007 and last amended and restated by agreement dated August 1, 2008.~~

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

<del>TCD</del>	<del>Time Period</del>
<del>(Dth/d)</del>	
<del>11,379</del>	<del>January</del>
<del>11,143</del>	<del>February</del>
<del>7,179</del>	<del>March</del>
<del>5,387</del>	<del>April</del>
<del>4,699</del>	<del>May</del>
<del>4,941</del>	<del>June</del>
<del>4,943</del>	<del>July</del>
<del>4,945</del>	<del>August</del>
<del>4,756</del>	<del>September</del>
<del>5,655</del>	<del>October</del>
<del>9,176</del>	<del>November</del>
<del>9,967</del>	<del>December</del>

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

~~To Shipper: City of Las Cruces, New Mexico  
680 Motel Blvd.  
Las Cruces, New Mexico 88007  
Attn: Director of Utilities~~

~~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. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)~~

~~15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.~~

~~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.~~

~~CITY OF LAS CRUCES, NEW MEXICO~~

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

~~By \_\_\_\_\_~~

~~By \_\_\_\_\_~~

~~Name \_\_\_\_\_~~

~~Will W. Brown  
Director of Marketing~~

~~Title \_\_\_\_\_~~

~~Date \_\_\_\_\_~~

~~Date \_\_\_\_\_~~

~~Reserved~~

~~EXHIBIT A~~  
~~To The~~  
~~Transportation Service Agreement~~  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and City of Las Cruces, New Mexico (Shipper)  
 Dated: July 1, 2014

~~Effective Dates: July 1, 2014 – June 30, 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/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	216748	DLASCLAS	216761	CC1	1,051	2,220	1,171	1,469	1,742	2,188	2,187	2,186	1,817	1,686	1,697	988
KEYSTONE	216750	DLASCLAS	216761	SS1	10,328	8,923	6,008	3,918	2,957	2,753	2,756	2,759	2,939	3,969	7,479	8,979
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>11,379</b>	<b>11,143</b>	<b>7,179</b>	<b>5,387</b>	<b>4,699</b>	<b>4,941</b>	<b>4,943</b>	<b>4,945</b>	<b>4,756</b>	<b>5,655</b>	<b>9,176</b>	<b>9,967</b>

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



~~EXHIBIT A~~  
~~To The~~  
~~Transportation Service Agreement~~  
~~between~~  
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~  
~~and~~  
~~and City of Las Cruces, New Mexico (Shipper)~~  
~~Dated: July 1, 2014~~

Primary Delivery Point(s)/ Location(s)	Delivery	Meter	DRN Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.)	Delivery Pressure (p.s.i.g.)
					DRN Code(s)	Meter No.	DRN Code(s)	January	February	March	April	May	June	July	August	September		
DLASCLAS	216761	31933	14337	Tillman, NM	5,689	5,571	3,589	2,694	2,349	2,470	2,472	2,473	2,378	2,827	4,588	4,983		837
DLASCLAS	216761	34800	166910	Afton Deliveries	5,690	5,572	3,590	2,693	2,350	2,471	2,471	2,472	2,378	2,828	4,588	4,984		
<b>CONTRACT METER QUANTITY (CMQ(s))</b>					<b>11,379</b>	<b>11,143</b>	<b>7,179</b>	<b>5,387</b>	<b>4,699</b>	<b>4,941</b>	<b>4,943</b>	<b>4,945</b>	<b>4,756</b>	<b>5,655</b>	<b>9,176</b>	<b>9,967</b>		

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

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

~~3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility. Reserved~~

~~EXHIBIT B~~  
~~To The~~  
~~Transportation Service Agreement~~  
~~between~~  
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~  
~~and City of Las Cruces, New Mexico (Shipper)~~  
~~Dated: July 1, 2014~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>July 1, 2014 - June 30, 2024</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>

~~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.~~

~~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.~~

Reserved

~~Agreement No. H322A000~~

~~Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H~~

~~between~~

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

~~and~~

~~Texas Gas Service Company, a division of ONE Gas, Inc.~~

~~Dated: August 1, 2014~~

Agreement No. H322A000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-H~~

~~Dated: August 1, 2014~~

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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, 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:** Three Hour Enhanced "FTH-3"~~

~~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. **Construction of Facilities:** The parties agree and acknowledge that Transporter must use good faith, commercially reasonable efforts to receive all necessary approvals and complete construction of additional facilities in order to provide transportation service for Shipper under this Agreement including but not limited to up to 4 miles of pipeline at or near the intersection of Transporter's Line Nos. 1600, 1103 and 1100 with Line Nos. 2034, 2058 and 20121 and metering facilities at Transmountain Road ("New Facilities").~~
- ~~8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.~~
- ~~9. **Negotiated Rate Agreement:** Yes  No~~
- ~~10. **Term of Agreement:**  
Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H322A000), Contract No. FT3CP000, Contract No. H322B000, and Contract No. OA232000 (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")~~

Agreement No. H322A000

~~on the later of: 1) August 1, 2014, 2) 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 modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 10), or 3) the Modification Date as defined in this Paragraph 10. "Acceptable Condition" in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes in to effect. 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 other than an Acceptable 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 date Modification Date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). 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 other than an Acceptable 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.~~

~~Shipper's right to service and obligation to pay reservation charges under this Agreement shall commence three (3) days following the date that the New Facilities are completed and ready for service and Transporter has received all necessary approvals and permissions to use the facilities for service in a form and substance satisfactory to Transporter in its sole discretion (referred to herein as "Service Date").~~

~~Unless Transporter is required to file with FERC a certificate application under Section 7(c) of the Natural Gas Act for the Line No. 20121 Expansion Capacity, this Agreement shall terminate the earlier of 10 years from the Service Date or August 31, 2025. In the event a Section 7(c) certificate application is required, the term of this Agreement shall be 10 years beginning on the date the Line No. 20121 Expansion Capacity goes into service.~~

- ~~11. **Partial Month Service (following the Service Date):** If the Service Date occurs on any day other than the first day of a calendar month, then Shipper shall pay Transporter a prorated share of its applicable Reservation Rates based on the number of days in the month from the Service Date through the last day of the month divided by the number of days in the month in which the Service Date occurs. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Service Date.~~
- ~~12. **Conditions to Transporter's Obligations:** Transporter's obligations under this Agreement are subject to:~~
- ~~(a) Transporter's receipt and acceptance of any and all necessary approvals, permissions, permits, or authorizations to construct, own, operate and place in service the New Facilities in a form and substance satisfactory to Transporter in its sole discretion; provided however, Transporter shall have no obligation to commence construction of the New Facilities if any necessary approval, permission, permit or authorization imposes any conditions or requirements that make such construction or operation uneconomic or otherwise unacceptable to Transporter in its sole discretion.~~
  - ~~(b) Transporter's successful completion of all construction of the New Facilities and placing the New Facilities in service.~~

Agreement No. H322A000

~~(c) Satisfaction of Shipper of its obligations set forth in this Agreement.~~

~~If the requirements of this Paragraph 12 are not fully satisfied, in Transporter's sole discretion, then Transporter may terminate the Agreement, without liability of any kind to Shipper, by giving thirty (30) days advance written notice of such termination; provided, however, that if the relevant requirements of this Paragraph 12 are met, or waived by Transporter, after Transporter provides the 30-day advance written notice described above but before the 30-day period set in motion by such notice has completely run, then such notice shall be deemed null and void. Upon the date the New Facilities are placed in service, the provisions of this Paragraph 12 shall no longer apply.~~

~~13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: N/A.~~

~~14. **Transportation Contract Demand ("TCD"):**~~

<del>TCD</del> <del>(Dth/d)</del>	<del>Time Period</del>
<del>5,924</del>	<del>January</del>
<del>5,700</del>	<del>February</del>
<del>1,616</del>	<del>March</del>
<del>24,000</del>	<del>April - October</del>
<del>1,800</del>	<del>November</del>
<del>6,122</del>	<del>December</del>

~~15. **Notices, Statements, and Bills:**~~

~~**To Shipper:** Texas Gas Service Company, a division of ONE Gas, Inc.  
1301 South Mopac Expressway, Suite 400  
Austin, TX 78746  
Attn: Gas Supply Manager~~

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

~~16. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates or terms of service apply to this Agreement (e.g., authorized overrun, unauthorized overrun, reservation charges for "out-of-zone" deliveries), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 16 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.~~

~~17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.~~

Agreement No. H322A000

- ~~18. Upon the Effective Date of this Agreement, Shipper acknowledges that for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, do 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), do not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.~~
- ~~19. **Creditworthiness:** Shipper shall demonstrate and maintain creditworthiness in the manner set forth below:~~
- ~~(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Paragraph 19(a); and (iii) the net present value of all anticipated charges under this Agreement, and all other service agreements that Shipper has with Transporter as of the Effective Date of this Agreement, is less than fifteen percent (15%) of Shipper's Tangible Net Worth. If Shipper has multiple service agreements with Transporter, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness. For purposes of this Paragraph 19(a), "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness.~~
- ~~(b) If at any time during the term of this Agreement, the Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of Paragraph 19(a) in this Agreement, then for the time period that the Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of Paragraph 19(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Paragraph 19(c) of this Agreement. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in Paragraph 19(a).~~
- ~~(c) If at any time during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Paragraph 19(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Paragraph 19(a) in this Agreement; or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.~~
- ~~(d) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.~~

Agreement No. H322A000

~~(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.~~

~~(f) Notwithstanding any statement to the contrary set forth elsewhere in this Paragraph 19, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.~~

~~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.~~

~~TEXAS GAS SERVICE COMPANY, EL PASO NATURAL GAS COMPANY, L.L.C.  
A DIVISION OF ONE GAS, INC.~~

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

Reserved



Agreement No. H322A000

EXHIBIT A  
 To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: August 1, 2014

Effective Dates: See ¶10

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/											
					January	February	March	April	May	June	July	August	September	October	November	December
EPLAT	999006	DSUG-ELP	216777	NA	5,924	5,700	1,616	24,000	24,000	24,000	24,000	24,000	24,000	24,000	1,800	6,122
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>5,924</b>	<b>5,700</b>	<b>1,616</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>1,800</b>	<b>6,122</b>

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Agreement No. H322A000

EXHIBIT A  
 To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: August 1, 2014

Effective Dates: See ¶10

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Contract Meter Quantity (CMQ(s))-2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/	
					January	February	March	April	May	June	July	August	September	October	November	December			
DSUG ELP	216777	05553	485418	Comp Sta 3 Yard Area	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG ELP	216777	20082	22042	Buena Vista	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG ELP	216777	20328	14330	La Tuna Federal Corr. Inst.	-	-	-	-	-	-	-	-	-	-	-	-	-	55	-
DSUG ELP	216777	20374	22047	Vowell Asphalt Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG ELP	216777	20585	43541	Homestead Meadows	-	-	-	-	-	-	-	-	-	-	-	-	-	200	-
DSUG ELP	216777	20598	125927	Flying J	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG ELP	216777	20599	125928	US Boundary Commission	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG ELP	216777	20602	126274	Country Club	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG ELP	216777	20616	278512	Clint Interconnect	-	-	-	-	-	-	-	-	-	-	-	-	-	450	-
DSUG ELP	216777	30014	22049	Piedmont Hights	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG ELP	216777	30769	22035	Biltmore	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG ELP	216777	31013	22032	Border Steel	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG ELP	216777	31415	125930	MLT-La Tuna	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG ELP	216777	31417	125935	MLT-Inside El Paso	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG ELP	216777	31507	22036	Coronado	-	-	-	-	-	-	-	-	-	-	-	-	-	275	-
DSUG ELP	216777	31711	14332	La Tuna Federal	-	-	-	-	-	-	-	-	-	-	-	-	-	150	-

Issued on: July 25, 2024

Effective on: August 1, 2024

					Corr. Inst.														
DSUG	ELP	216777	31864	22034	El Paso City Gate #3	-	-	-	-	-	-	-	-	-	-	-	-	325	425
DSUG	ELP	216777	TBD	TBD	TransMountain	5,924	5,700	1,616	23,000	23,000	23,000	23,000	23,000	23,000	23,000	1,800	6,122	300	-
DSUG	ELP	216777	31894	22034	Three Hills	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000			300	-
<b>CONTRACT METER QUANTITY (CMQ(s))</b>						<b>5,924</b>	<b>5,700</b>	<b>1,616</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>1,800</b>	<b>6,122</b>	-	-

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

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

~~3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~

~~Ex. A 2~~

Reserved

Agreement No. H322A000

~~EXHIBIT B  
 To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Texas Gas Service Company, a Division of ONE Gas, Inc. (Shipper)  
 Dated: August 1, 2014~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Authorized Overrun Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>See ¶10</del>	<del>(1b)-(1d)</del>	<del>(1a)-(1d)</del>	<del>(1c)-(1d)</del>	<del>-</del>	<del>-</del>

~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-3 for service to the Texas rate zone; as such rates may be changed from time to time.~~

~~1a -- As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 usage rates for the Texas rate zone as set out in Transporter's Tariff. The negotiated usage rate shall be \$0.0000 per Dekatherm for the Texas rate zone.~~

~~1b -- As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 reservation rate for the Texas rate zone as set out in Transporter's Tariff. The negotiated reservation rate for the Line No. 20121 Expansion Project shall be 10.9521 per Dekatherm per month for the Term of this Agreement, which shall be payable regardless of quantities transported. The negotiated reservation rate shall be applicable to the MDQ for the applicable rate zone for the listed D-Codes in Exhibit A including without limitation any meter added to those D-Codes regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code.~~

~~1c -- All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.~~

~~1d -- All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.~~

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

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

Ex. B-1

Reserved

~~Agreement No. FT3CP000~~

~~Firm Transportation Service Agreement  
Rate Schedule FT-1~~

~~between~~

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

~~and~~

~~Texas Gas Service Company, a division of ONE Gas, Inc.~~

~~Dated: August 1, 2014~~

Agreement No. FT3CP000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Dated: August 1, 2014~~

~~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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, 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 this Agreement (Contract No. FT3CP000), Contract No. H322B000, Contract No. H322A000, and Contract No. OA232000 (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: 1) August 1, 2014, or 2) 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 modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 9), or 3) the Modification Date as defined in this Paragraph 9. "Acceptable Condition" in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes in to effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising~~

Agreement No. FT3CP000

~~the Contract Package subject to modification and/or condition other than an Acceptable 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 date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). 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 other than an Acceptable 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 July 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. FT3AG000 originally dated September 4, 2013.~~

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

<del>TCD</del> <del>(Dth/d)</del>	<del>Time Period</del>
<del>53,767</del>	<del>January</del>
<del>55,367</del>	<del>February</del>
<del>7,808</del>	<del>March</del>
<del>3,927</del>	<del>April</del>
<del>2,261</del>	<del>May</del>
<del>1,084</del>	<del>June</del>
<del>1,084</del>	<del>July</del>
<del>1,084</del>	<del>August</del>
<del>1,461</del>	<del>September</del>
<del>3,927</del>	<del>October</del>
<del>7,808</del>	<del>November</del>
<del>52,641</del>	<del>December</del>

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

~~**To Shipper:** Texas Gas Service Company, a division of ONE Gas, Inc.  
1301 South Mopac Expressway, Suite 400  
Austin, TX 78746  
Attn: Gas Supply Manager~~

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



Agreement No. FT3CP000

- ~~13. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates and terms of service apply to this Agreement (e.g., unauthorized overrun, authorized overrun and reservation charges for "out-of-zone deliveries"), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 13 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.~~
- ~~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 in FERC Docket No. RP95-363 ("1996 Settlement"), 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 that may be held at any time by Shipper, its predecessors in interest, 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.~~

~~TEXAS GAS SERVICE COMPANY, EL PASO NATURAL GAS COMPANY, L.L.C.  
A DIVISION OF ONE GAS, INC.~~

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

Reserved

Agreement No. FT3CP000

~~EXHIBIT A~~  
~~To The~~  
~~Transportation Service Agreement~~  
~~between~~  
~~El Paso Natural Gas Company (Transporter)~~  
~~and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)~~  
~~Dated: August 1, 2014~~

Effective Dates: See ¶9

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/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	216748	DSUG-CRN	475628	NS1	604	604	604	313	140	70	70	70	70	313	604	604
BLANCO	216748	DSUG-KWX	126008	NS1	3,000	3,000	3,000	1,500	1,250	500	500	500	700	2,000	3,000	3,200
KEYSTONE	216750	DSUG-CRN	475628	VA	604	604	604	314	141	71	71	71	71	314	604	604
KEYSTONE	216750	DSUG-KWX	126008	VA	3,600	3,600	3,600	1,800	730	443	443	443	620	1,300	3,600	3,400
WAHA	216752	DSUG-ELP	216777	SS1	45,959	47,559	-	-	-	-	-	-	-	-	-	44,833
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>53,767</b>	<b>55,367</b>	<b>7,808</b>	<b>3,927</b>	<b>2,261</b>	<b>1,084</b>	<b>1,084</b>	<b>1,084</b>	<b>1,461</b>	<b>3,927</b>	<b>7,808</b>	<b>52,641</b>

Shipper's Transportation Contract Demand: See Paragraph 14

Ex. A-1

Agreement No. FT3CP000

~~EXHIBIT A  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company (Transporter)  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: August 1, 2014~~

Effective Dates: See ¶9

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Contract Meter Quantity (CMQ(s))-2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/	
					January	February	March	April	May	June	July	August	September	October	November	December			
DSUG-CRN	475628	30069	26668	Crane	-	-	-	-	-	-	-	-	-	-	-	-	-	300	500
DSUG-CRN	475628	30608	151587	Main Line Taps Crane	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG-CRN	475628	31467	38805	Main Line Taps Monahans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG-ELP	216777	05553	485418	Comp Sta 3 Yard Area	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG-ELP	216777	20082	22042	Buena Vista	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG-ELP	216777	20328	44330	La Tuna Federal Corr. Inst.	-	-	-	-	-	-	-	-	-	-	-	-	-	55	-
DSUG-ELP	216777	20374	22047	Vowell Asphalt Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG-ELP	216777	20585	43541	Homestead Meadows	283	283	-	-	-	-	-	-	-	-	-	-	283	200	-
DSUG-ELP	216777	20598	425927	Flying J	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG-ELP	216777	20599	425928	US Boundary Commission	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG-ELP	216777	20602	426274	Country Club	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG-ELP	216777	20616	278512	Clint Interconnect	29,383	30,988	-	-	-	-	-	-	-	-	-	-	28,266	450	-
DSUG-ELP	216777	30014	22049	Piedmont Hights	-	-	-	-	-	-	-	-	-	-	-	-	-	90	-
DSUG-ELP	216777	30769	22035	Biltmore	1,500	1,500	-	-	-	-	-	-	-	-	-	-	1,500	300	-
DSUG-ELP	216777	31013	22032	Border Steel	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG-ELP	216777	31415	425930	MLT La Tuna	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Issued on: July 25, 2024

Effective on: August 1, 2024

DSUG-ELP	216777	31417	125935	MLT-Inside-El Paso	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG-ELP	216777	31507	22036	Coronado	-	-	-	-	-	-	-	-	-	-	-	-	-	275	-
DSUG-ELP	216777	31711	14332	La Tuna Federal Corr. Inst.	-	-	-	-	-	-	-	-	-	-	-	-	-	150	-
DSUG-ELP	216777	31861	22031	El Paso City Gate #3	14,793	14,788	-	-	-	-	-	-	-	-	-	14,784	325	425	-
DSUG-ELP	216777	31894	22034	Three Hills	-	-	-	-	-	-	-	-	-	-	-	-	-	300	-
DSUG-KWX	126008	14590	442981	Wink City Gate Delivery	330	330	330	165	99	47	47	47	66	165	330	330	-	-	-
DSUG-KWX	126008	41878	475483	Ward County Stiles Meter	6,270	6,270	6,270	3,135	1,881	896	896	896	1,254	3,135	6,270	6,270	550	1032	-
<b>CONTRACT METER QUANTITY (CMQ(s))</b>					<b>52,559</b>	<b>54,159</b>	<b>6,600</b>	<b>3,300</b>	<b>1,980</b>	<b>943</b>	<b>943</b>	<b>943</b>	<b>1,320</b>	<b>3,300</b>	<b>6,600</b>	<b>51,433</b>	-	-	-

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

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

~~3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~

Ex. A-1 Reserved

Agreement No. FT3CP000

~~EXHIBIT B  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company (Transporter)  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: August 1, 2014~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Authorized Overrun Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>See ¶9</del>	<del>(1b)-(1d)</del>	<del>(1a)-(1d)</del>	<del>(1c)-(1d)</del>	<del>-</del>	<del>-</del>

<del>Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Authorized Overrun Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>STML PER STML SJN ANADARKO</del>	<del>216824 216822 216749</del>	<del>DSUG-CRN DSUG-KWX DSUG-ELP DSUG-EPE DSUG-PAN DSUG-SKY DWGLATZ DWGLEP1 EPLAT</del>	<del>475628 126008 216777 216776 216775 160247 475637 475634 999006</del>	<del>See ¶9</del>	<del>(1b)-(1d)</del>	<del>(1a)-(1d)</del>	<del>(1c)-(1d)</del>	<del>-</del>	<del>-</del>

~~Ex. B-1~~

Agreement No. FT3CP000

~~EXHIBIT B  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company (Transporter)  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: August 1, 2014~~

~~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 for service to the Production Area rate zone and Texas rate zone; as such rates may be changed from time to time.~~

~~1a — As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the Production Area rate zone and Texas rate zone as set out in Transporter's Tariff. The negotiated usage rate shall be \$0.0032 per Dekatherm for the Production Area rate zone and \$0.0138 per Dekatherm for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum FT-1 usage rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum FT-1 usage rates that will be in effect on September 15, 2011 until the date any usage rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the "Final Refund Usage Rates." To the extent any final prospective period non-Article 11.2 maximum FT-1 usage rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Usage Rates." If the applicable Final Prospective Usage Rates are lower than the stated rates in this Agreement, the lower applicable Final Prospective Usage Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Usage Rates through the termination date of this Agreement. If there are no Final Prospective Usage Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Usage Rates are lower than the stated rates in this Agreement, the applicable Final Refund Usage Rate shall become the new negotiated rate for the applicable service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated usage rates set out in this Agreement, except as otherwise specified in this Exhibit B.~~

~~1b — As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rates for the Production Area rate zone and Texas rate zone as set out in Transporter's Tariff. The negotiated reservation rate shall be \$3.3829 per Dekatherm per month for the Production Area rate zone and \$8.8950 per Dekatherm per month for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum reservation rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum reservation rates that will be in effect on September 15, 2011 until the date any reservation rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the "Final Refund Reservation Rates." To the extent any final prospective period non-Article 11.2 maximum reservation rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Reservation Rates." If the applicable Final Prospective Reservation Rates are lower than the stated rates in this Agreement, the lower applicable Final Prospective Reservation Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Reservation Rates through~~

~~the termination date of this Agreement. If there are no Final Prospective Reservation Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Reservation Rates are lower than the reservation rates set forth in this Agreement, the applicable Final Refund Reservation Rate shall become the new negotiated rate for the applicable service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated reservation rates set out in this Agreement, except as otherwise specified in this Exhibit B. The negotiated reservation rate shall be applicable to the MDQ for the applicable rate zone for the listed D-Codes in Exhibit A including without limitation any meter added to those D-Codes regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code. The negotiated reservation rate shall be applicable to newly constructed meters within a new or existing D-Code in the delivery rate zones identified herein for deliveries to facilities only for the local distribution of natural gas to Shipper's traditional service territories as of June 1, 2014.~~

~~1c — All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.~~

~~1d — All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.~~

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

~~3/ Surcharges, if applicable: 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~~Reserved



~~Agreement No. H322B000~~

~~Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H~~

~~between~~

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

~~and~~

~~Texas Gas Service Company, a division of ONE Gas, Inc.~~

~~Dated: August 1, 2014~~

Agreement No. H322B000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-H~~

~~Dated: August 1, 2014~~

~~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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, 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:** Three Hour Enhanced "FTH-3"~~

~~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 this Agreement (Contract No. H322B000), Contract No. FT3CP000, Contract No. H322A000, and Contract No. OA232000 (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: 1) August 1, 2014, 2) 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 modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 9), or 3) the Modification Date as defined in this Paragraph 9. "Acceptable Condition" in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as~~

Agreement No. H322B000

~~defined in Paragraph 11 of this Agreement) and/or the date Contract No. H322A000 goes in to effect. 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 other than an Acceptable 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 date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). 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 other than an Acceptable 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 July 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. FT3AG000 originally dated September 1, 2013,~~
  - ~~— Agreement No. FT3AK000 originally dated September 1, 2013,~~
  - ~~— Agreement No. FT254000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009,~~
  - ~~— Agreement No. H3223000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009; and~~
  - ~~— Agreement No. H8229000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009.~~

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

<del>TCD (Dth/d)</del>	<del>Time Period</del>
<del>30,867</del>	<del>August 2014</del>
<del>31,533</del>	<del>September 2014</del>
<del>79,146</del>	<del>October 2014</del>
<del>184,510</del>	<del>November 2014 – 2023</del>
<del>206,158</del>	<del>December 2014 – 2023</del>
<del>205,182</del>	<del>January 2015 – 2024</del>
<del>205,351</del>	<del>February 2015 – 2024</del>
<del>185,409</del>	<del>March 2015 – 2024</del>
<del>94,927*</del>	<del>April 2015 – 2024</del>
<del>51,233*</del>	<del>May 2015 – 2024</del>
<del>39,747*</del>	<del>June 2015 – 2024</del>
<del>40,422*</del>	<del>July 2015 – 2024</del>
<del>39,867*</del>	<del>August 2015 – 2023</del>
<del>40,533*</del>	<del>September 2015 – 2023</del>
<del>88,146*</del>	<del>October 2015 – 2023</del>

Agreement No. H322B000

~~\* Shipper and Transporter acknowledge and agree that part of the consideration for this Agreement is Transporter's construction of additional facilities in order to provide transportation service for Shipper including, but not limited to, up to four (4) miles of pipeline at or near the intersection of Transporter's Line Nos. 1600, 1103 and 1100 with Line Nos. 2034, 2058 and 20121 and metering facilities at Transmountain Road ("New Facilities") and any modifications to the existing Three Hills Metering facilities to deliver contracted quantities to that meter. Three (3) days following the date that the New Facilities are completed and ready for service and Transporter has received all necessary approvals and permissions to use the facilities for service in a form and substance satisfactory to Transporter in its sole discretion (referred to herein as "Service Date") the Transmountain metering facility will become a delivery meter under this Agreement. If Transporter provides notice under Paragraph 12 of Contract No. H322A000 to terminate that agreement, then the TCDs set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day starting on the first Day of the month following that notice, and continuing through the termination of this Agreement. Additionally, if Transporter has not filed a petition for the construction, maintenance, operation and ownership of the New Facilities under section 7(c) of the Natural Gas Act and has not placed the New Facilities in service by April 1, 2016, then the TCD set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day from that date through the date immediately preceding the day the New Facilities are placed in service. If, however, Transporter files a petition for the construction, maintenance, operation and ownership of the New Facilities under section 7(c) of the Natural Gas Act and has not placed the New Facilities in service by April 1, 2017, then the TCD set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day from that date through the date immediately preceding the day the New Facilities are placed in service. For avoidance of doubt, the TCDs subject to this paragraph are denoted with asterisks.~~

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

~~\_\_\_\_\_ **To Shipper:** \_\_\_\_\_ Texas Gas Service Company, a division of ONE Gas, Inc.  
\_\_\_\_\_ 1301 South Mopac Expressway, Suite 400  
\_\_\_\_\_ Austin, TX 78746  
\_\_\_\_\_ Attn: Gas Supply Manager~~

~~\_\_\_\_\_ **To Transporter:** See "Points of Contact" in the Tariff.~~

~~13. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates or terms of service apply to this Agreement (e.g., unauthorized overrun, authorized overrun and reservation charges for "out-of-zone deliveries"), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 13 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.~~

~~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.~~

~~Agreement No. H322B000~~

~~15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), 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 that may be held at any time by Shipper, its predecessors in interest, 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.~~

~~TEXAS GAS SERVICE COMPANY, EL PASO NATURAL GAS COMPANY, L.L.C.  
A DIVISION OF ONE GAS, INC.~~

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

Reserved

Agreement No. H322B000

EXHIBIT A  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
 El Paso Natural Gas Company, L.L.C.  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: March 1, 2018

Shipper's Transportation Contract Demand: See ¶11  
 Effective Dates: March 1, 2018 – March 31, 2018

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity -- D-Code (Dth/d) 1/												
					January	February	March	April	May	June	July	August	September	October	November	December	
BLANCO	300714	DSUG-ELP	301057	CC1			600										
BLANCO	300714	DSUG-ELP	301057	NS1			11,296										
BLANCO	300714	DSUG-ELP	301057	NS3			28,432										
BLANCO	300714	DSUG-EPE	301060	CC1	-		484										
BLANCO	300714	DSUG-EPE	301060	NS3	-		400										
BLANCO	300714	DSUG-PAN	301065	NN3-AN1			4,500										
BLANCO	300714	DSUG-SKY	320604	NN3-AN1			142										
BLANCO	300714	DWGI-AT2	320491	NS3			129										
BLANCO	300714	DWGI-EP1	330796	NS1			1,000										
KEYSTONE	302132	DSUG-ELP	301057	SS1			20,227										
IMNDZTRL	48148	DSUG-ELP	301057	SS1			34,353										
KEYSTONE	302132	DSUG-EPE	301060	SS1			1,616										
KEYSTONE	302132	DSUG-PAN	301065	SN3-AN1			3,600										
KEYSTONE	302132	DWGI-EP1	330796	SS1			1,000										
WAHA	302404	DSUG-ELP	301057	SS1			76,476										
WAHA	302404	DWGI-EP1	330796	SS1			1,154										
<b>TRANSPORTATION CONTRACT DEMAND</b>							<b>185,409</b>										

Ex. A-1

Agreement No. H322B000

EXHIBIT A  
 To The  
 Firm-Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
 El Paso Natural Gas Company, L.L.C.  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: March 1, 2018

Shipper's Transportation Contract Demand: See ¶11  
 Effective Dates: April 1, 2018 – July 31, 2024

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												
					January	February	March	April	May	June	July	August	September	October	November	December	
BLANCO	300714	DSUG-ELP	301057	CC1	7,817	5,619	600	3,130	2,630	2,630	2,630	2,630	2,630	2,630	3,130	500	2,369
BLANCO	300714	DSUG-ELP	301057	NS1	11,948	11,964	11,296	653	-	-	-	-	-	-	722	11,310	11,657
BLANCO	300714	DSUG-ELP	301057	NS3	46,473	53,460	28,432	15,974	13,272	6,185	7,185	5,685	8,685	16,161	25,617	45,968	
BLANCO	300714	DSUG-EPE	301060	CC1	-	-	484	1,000	1,745	1,069	1,924	1,044	1,556	1,462	-	-	
BLANCO	300714	DSUG-EPE	301060	NS3	-	-	400	1,500	500	1,000	500	1,000	500	500	-	-	
BLANCO	300714	DSUG-PAN	301065	NN3-AN1	4,500	4,500	4,500	3,082	1,600	700	700	700	1,000	3,200	3,000	5,000	
BLANCO	300714	DSUG-SKY	320604	NN3-AN1	176	168	142	113	88	49	31	36	85	120	124	164	
BLANCO	300714	DWGI-AT2	320491	NS3	108	102	129	102	82	112	194	144	196	179	279	150	
BLANCO	300714	DWGI-EP1	330796	NS1	1,504	1,500	1,000	712	397	459	650	460	462	897	1,307	1,599	
KEYSTONE	302132	DSUG-ELP	301057	SS1	67,744	61,053	54,580	24,959	3,852	7,130	6,830	7,530	5,630	20,612	53,596	94,879	
KEYSTONE	302132	DSUG-EPE	301060	SS1	700	2,000	1,616	-	755	931	576	956	944	538	700	700	
KEYSTONE	302132	DSUG-PAN	301065	SN3-AN1	3,600	3,600	3,600	968	830	457	457	457	620	850	5,100	3,100	
KEYSTONE	302132	DWGI-EP1	330796	SS1	1,500	1,500	1,000	650	686	520	770	570	670	700	1,400	1,700	
WAHA	302404	DSUG-ELP	301057	SS1	57,512	58,547	76,476	41,287	24,246	18,055	17,355	18,155	17,055	38,375	80,177	37,172	
WAHA	302404	DWGI-EP1	330796	SS1	1,600	1,338	1,154	800	550	450	620	500	500	700	1,400	1,700	
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>205,182</b>	<b>205,351</b>	<b>185,409</b>	<b>94,927</b>	<b>51,233</b>	<b>39,747</b>	<b>40,422</b>	<b>39,867</b>	<b>40,533</b>	<b>88,146</b>	<b>184,510</b>	<b>206,158</b>	

Ex. A-2

Agreement No. H322B000

EXHIBIT A  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
 El Paso Natural Gas Company, L.L.C.  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: March 1, 2018

Effective Dates: February 1, 2018 – July 31, 2024

Primary Delivery PIN	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/	
				January	February	March	April	May	June	July	August	September	October	November	December			
DSUG	ELP	301057	305553	Comp Sta 3 Yard Area	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG	ELP	301057	320082	Buena Vista	94	95	60	34	18	7	8	7	7	31	60	94	90	-
DSUG	ELP	301057	320328	La Tuna Federal Corr. Inst.	409	409	323	179	111	90	90	90	90	163	324	409	55	-
DSUG	ELP	301057	320371	Vowell Asphalt Plant	184	183	86	47	26	25	25	25	25	43	87	184	90	-
DSUG	ELP	301057	320585	Homestead Meadows	1,098	1,098	1,019	606	250	166	166	166	166	552	1,019	1,098	200	-
DSUG	ELP	301057	320598	Flying J	31	32	22	22	18	12	12	12	12	20	23	33	-	-
DSUG	ELP	301057	320599	US Boundary Commission	1	1	4	-	1	2	2	2	2	-	3	1	90	-
DSUG	ELP	301057	320602	Country Club	1,729	1,729	1,471	313	151	50	50	50	50	312	1,471	1,728	300	-
DSUG	ELP	301057	320616	Clint Interconnect	97,298	96,228	81,414	33,965	17,447	12,306	12,305	12,306	12,306	30,699	82,787	98,048	450	-
DSUG	ELP	301057	330014	Piedmont Hights	3,159	3,158	1,716	1,954	1,687	468	468	468	468	1,778	1,715	3,160	90	-
DSUG	ELP	301057	330769	Biltmore	13,500	13,500	12,000	6,067	3,340	2,400	2,400	2,400	2,400	4,707	11,000	13,499	300	-
DSUG	ELP	301057	331013	Border Steel	5,000	4,999	4,800	4,106	3,501	3,500	3,500	3,500	3,500	4,496	4,800	5,000	300	-
DSUG	ELP	301057	331415	MLT La Tuna	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DSUG	ELP	301057	331417	MLT Inside El Paso	-	-	-	13	-	-	-	-	-	12	-	-	-	-
DSUG	ELP	301057	331507	Coronado	3,618	3,608	1,820	-	-	-	-	-	-	919	1,820	3,608	275	-
DSUG	ELP	301057	331711	La Tuna Federal Corr. Inst.	600	601	413	488	99	100	100	100	100	443	413	599	150	-
DSUG	ELP	301057	331861	El Paso City	26,598	26,602	28,165	25,645	7,352	5,874	5,874	5,874	5,874	22,706	27,791	26,606	325	425

Issued on: July 25, 2024

Effective on: August 1, 2024



				Gate #3															
DSUG	ELP	301057	47759	TransMountain	17,076	17,300	21,384	9,000	9,000	9,000	9,000	9,000	9,000	9,000	21,200	16,878	-	-	
DSUG	ELP	301057	331894	Three-Hills	24,099	24,100	16,687	3,564	999	-	-	-	-	3,119	16,687	24,100	300	-	
DSUG	EPE	301060	320280	Signal-Peak	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DSUG	EPE	301060	320591	Dell-City	683	865	672	386	409	471	474	734	466	626	684	348	-	-	
DSUG	EPE	301060	330041	Dell-City	17	1,135	1,828	2,114	2,591	2,529	2,526	2,266	2,534	1,874	16	352	175	-	
DSUG	EPE	301060	331422	MLT-Signal-Peak	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DSUG	PAN	301065	314892	Buna-Vista-Meter Station	1,620	1,620	1,620	810	486	231	231	231	324	810	1,620	1,620	-	-	
DSUG	PAN	301065	331653	Borger	6,480	6,480	6,480	3,240	1,944	926	926	926	1,296	3,240	6,480	6,480	435	960	
DSUG	SKY	320604	320604	Skelly-Town-City Gate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DWGH	AT2	320491	320491	Western Interstate-City Gate	-	-	-	-	-	-	-	-	-	-	-	-	35	-	
DWGH	EP1	330796	330796	Canutillo	-	-	-	-	-	-	-	-	-	-	-	-	265	-	
<b>CONTRACT METER QUANTITY (CMQ(s))</b>					<b>200,294</b>	<b>200,743</b>	<b>181,984</b>	<b>92,550</b>	<b>49,430</b>	<b>38,157</b>	<b>38,157</b>	<b>38,157</b>	<b>38,620</b>	<b>85,550</b>	<b>180,000</b>	<b>200,845</b>			

Ex. A-3

Agreement No. H322B000

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

Ex. A-4  
Reserved

Agreement No. H322B000

EXHIBIT B  
 To The  
 Firm-Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
 El Paso Natural Gas Company, L.L.C.  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: May 10, 2018

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	March 1, 2018 – July 31, 2024	(1b) (1d)	(1a) (1d)	(1c) (1d)	-	-

Alternate Receipt Point(s)/ Location(s)	Point Identification Number (PIN)	Alternate Delivery Point(s)/ Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
STML-PER STML-SJN ANADARKO	302346 302347 300704	DSUG-ELP DSUG-EPE DSUG-PAN DSUG-SKY DWGI-AT2 DWGI-EP1 DSUG-CRN DSUG-KWX EPLAT DBRUCFDS	301057 301060 301065 320604 320491 330796 301056 301062 310270 334869	5/19/18-6/30/18	(1b) (1d)	(1a) (1d)	(1c) (1d)	-	-

Ex. B-1

Agreement No. H322B000

EXHIBIT B  
 To The  
 Firm-Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
 El Paso Natural Gas Company, L.L.C.  
 and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
 Dated: May 10, 2018

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	March 1, 2018 – July 31, 2024	(1b) (1d)	(1a) (1d)	(1c) (1d)	-	-

Alternate Receipt Point(s)/ Location(s)	Point Identification Number (PIN)	Alternate Delivery Point(s)/ Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
STML-PER STML-SJN ANADARKO	302346 302347 300704	DSUG-ELP DSUG-EPE DSUG-PAN DSUG-SKY DWGI-AT2 DWGI-EP1 DSUG-CRN DSUG-KWX EPLAT	301057 301060 301065 320604 320491 330796 301056 301062 310270	7/1/18-7/31/24	(1b) (1d)	(1a) (1d)	(1c) (1d)	-	-

Ex-B-2

Agreement No. H322B000

EXHIBIT B  
To The  
Firm-Hourly Transportation Service Agreement  
Rate Schedule FT-H  
between  
El Paso Natural Gas Company, L.L.C.  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: May 10, 2018

~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-3 for service to the Texas rate zone; as such rates may be changed from time to time.~~

~~1a As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 usage rates for the Texas rate zone as set forth in Transporter's Tariff. The negotiated usage rate shall be \$0.0152 per Dekatherm for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum Texas FTH-3 usage rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum Texas FTH-3 usage rate that will be in effect on September 15, 2011 until the date that Texas usage rate in Docket No. RP10-1398-000 is superseded shall be referred to herein as the "Final Refund Usage Rates." To the extent any final prospective period non-Article 11.2 maximum Texas FTH-3 usage rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Usage Rates." If the applicable Final Prospective Usage Rates are lower than the stated Texas usage rates in this Agreement, the lower applicable Final Prospective Usage Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Usage Rates through the termination date of this Agreement. If there are no Final Prospective Usage Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Usage Rates are lower than the stated Texas usage rates in this Agreement, the applicable Final Refund Usage Rate shall become the new negotiated usage rate for the service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated usage rates set out in this Agreement, except as otherwise specified in this Exhibit B.~~

~~1b As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 reservation rates for the Texas rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$9.7845 per Dekatherm per month for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum Texas FTH-3 reservation rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum Texas FTH-3 reservation rates that will be in effect on September 15, 2011 until the date that maximum Texas FTH-3 reservation rate in Docket No. RP10-1398-000 is superseded shall be referred to herein as the "Final Refund Reservation Rates." To the extent any final prospective period non-Article 11.2 maximum Texas FTH-3 reservation rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Reservation Rates." If the applicable Final Prospective Reservation Rates are lower than the stated reservation rates in this Agreement, the lower applicable Final Prospective Reservation Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Reservation Rates through the termination date of this Agreement. If there are no Final Prospective Reservation Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Reservation Rates are lower than the reservation rates set forth in this Agreement, the applicable Final Refund Reservation Rate shall become the new negotiated rate for the service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated reservation rates set out in this Agreement, except as otherwise specified in this Exhibit B. The negotiated reservation rate shall be applicable to the MDQ for the applicable rate zone for the listed D-Codes in Exhibit A including without limitation any meter added to those D-Codes regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code. The negotiated reservation rate shall be applicable to newly constructed meters within a new or existing D-Code in the delivery rate zone identified herein for deliveries to facilities only for the local distribution of natural gas to Shipper's traditional service territories as of June 1, 2014.~~

~~1c All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.~~

~~1d All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.~~

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

Ex. B-3

Agreement No. H322B000

EXHIBIT B  
To The  
Firm-Hourly Transportation Service Agreement  
Rate Schedule FT-H  
between  
El Paso Natural Gas Company, L.L.C.  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: May 10, 2018

~~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.~~

~~ACA:~~

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

~~Ex. B-4~~ Reserved

~~Agreement No. OA232000~~

~~Operator Point Aggregation Service Agreement  
Rate Schedule OPAS~~

~~between~~

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

~~and~~

~~Texas Gas Service Company, a division of ONE Gas, Inc.~~

~~Dated: August 1, 2014~~



~~Agreement No. OA232000~~

~~**Operator Point Aggregation Service Agreement**  
Rate Schedule OPAS~~

~~Dated: August 1, 2014~~

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

- ~~1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**~~
- ~~2. **DP Operator: TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, 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 OPAS 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. Delivery point aggregation service shall be provided in accordance with the Tariff.~~

~~**Delivery Points:** The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.~~

~~**D-Codes:** The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.~~

~~**Transporter and DP Operator agree to the use of:**~~

- ~~1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and~~
- ~~2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.~~

~~In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.~~

~~Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.~~

~~6. *Term of Agreement:*~~

~~Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. OA232000), Contract No. H322B000, Contract No. H322A000, and Contract No. FT3CP000 (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: 1) August 1, 2014, or 2) 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 modification or condition (other than an acceptable condition (“Acceptable Condition”) as defined in this Paragraph 6), or 3) the Modification Date as defined in this Paragraph 6. “Acceptable Condition” in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 Agreement No. OA232000~~

~~individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes in to effect. 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 other than an Acceptable 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 date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing (“Modification Date”). 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 other than an Acceptable 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.~~

~~The end date will be one (1) year from the effective begin date of this Contract as defined above. The primary term shall not be for a period longer than one year.~~

~~Subject to Paragraph 9.2(e) of the Stipulation in Docket No. RP05-422, this Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.~~

~~7. *Effect on Prior Agreement(s):* When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA22W000 dated April 1, 2013.~~

~~8. *Notices and Statements:*~~

~~To DP Operator: Texas Gas Service Company, a division of ONE Gas, Inc.  
1301 South Mopac Expressway, Suite 400  
Austin, TX 78746  
Attn: Gas Supply Manager~~

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

- ~~9. **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.~~
- ~~10. **Governing Law.** Transporter and DP Operator 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.~~

~~Agreement No. OA232000~~

~~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.

~~TEXAS GAS SERVICE COMPANY, EL PASO NATURAL GAS COMPANY, L.L.C.  
A DIVISION OF ONE GAS, INC.~~

By \_\_\_\_\_ By \_\_\_\_\_

~~Will W. Brown~~

Name \_\_\_\_\_ Director of Marketing

Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Reserved

Agreement No. OA232000

EXHIBIT A

To The  
 Operator Point Aggregation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and  
 Texas Gas Service Company, a division of ONE, Gas Inc. (DP Operator)  
 Dated: August 1, 2014

~~D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports".~~

**Pre-Expansion Primary Maximum Delivery Obligation ("MDO")**

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSUG-ELP	20082	134	470	127	125	122	115	114	113	122	124	126	133
DSUG-ELP	20328	510	530	650	760	800	800	750	800	800	400	400	410
DSUG-ELP	20374	250	230	200	200	200	200	200	200	200	200	250	240
DSUG-ELP	20585	1,900	1,900	1,900	606	580	580	580	580	580	580	1,900	1,900
DSUG-ELP	20598	84	330	80	63	64	58	57	57	64	62	79	84
DSUG-ELP	20599	20	20	20	10	20	20	20	20	59	70	15	30
DSUG-ELP	20602	2,225	1,758	1,910	1,406	1,381	1,302	1,292	1,281	1,379	1,404	1,500	2,009
DSUG-ELP	20616	133,451	133,986	88,184	45,607	36,235	33,389	33,132	32,379	25,153	45,607	84,382	133,076
DSUG-ELP	30014	3,250	3,210	2,738	2,466	2,387	2,321	2,189	2,430	2,937	2,635	3,200	3,197
DSUG-ELP	30769	15,000	15,914	12,000	10,979	10,784	10,164	9,966	9,586	10,767	10,957	11,000	15,000
DSUG-ELP	31013	5,120	5,000	5,000	6,203	6,094	5,743	5,697	5,650	6,083	6,194	5,000	5,083
DSUG-ELP	31415	10	10	20	10	20	20	20	20	20	10	10	10
DSUG-ELP	31417	170	170	80	60	60	60	60	79	100	210	80	70
DSUG-ELP	31507	4,417	4,294	4,178	3,394	3,330	3,140	3,115	3,089	3,326	3,384	4,128	4,385
DSUG-ELP	31711	2,144	2,088	2,054	1,954	2,572	2,515	2,189	2,702	2,736	2,089	2,022	2,016
DSUG-ELP	31864	56,600	56,600	56,600	56,196	36,235	33,389	33,132	32,379	25,153	48,732	56,600	56,600
DSUG-ELP	31894	11,274	11,100	9,000	8,105	7,959	7,504	7,444	7,383	7,948	8,089	9,000	11,100
DSUG-EPE	20280	30	30	30	30	30	30	30	30	30	30	30	30
DSUG-EPE	20594	683	865	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	684	348
DSUG-EPE	30041	293	1,135	1,984	2,500	3,000	3,000	3,000	3,000	3,000	1,962	446	352

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DSUG-EPE	31422	20	20	20	20	20	20	20	20	20	20	20	20
DSUG-KWX	14590	500	500	500	500	500	500	500	500	500	500	500	500
DSUG-KWX	41878	6,600	6,600	6,600	3,300	1,980	943	943	943	1,320	3,300	6,600	6,600
DSUG-PAN	14892	5,900	5,900	5,900	4,050	2,430	1,157	1,157	1,157	1,620	4,050	5,900	5,900
DSUG-PAN	31653	8,100	8,100	8,100	4,050	2,430	1,157	1,157	1,157	1,620	4,050	6,791	8,100

\*Conditions: None

Agreement No. OA232000

EXHIBIT A

To The  
 Operator Point Aggregation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and  
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 Dated: August 1, 2014

Pre-Expansion Primary Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSUG-ELP	20082	8	27	8	8	8	7	7	7	8	8	8	8
DSUG-ELP	20328	30	31	34	34	34	34	34	34	34	25	25	26
DSUG-ELP	20374	13	13	13	13	12	12	12	12	13	13	13	13
DSUG-ELP	20585	84	84	84	38	34	34	34	34	36	36	84	84
DSUG-ELP	20598	5	19	5	4	4	4	4	4	4	4	5	5
DSUG-ELP	20599	2	2	2	4	2	2	2	2	4	5	4	2
DSUG-ELP	20602	117	109	117	85	84	75	75	74	85	87	94	116
DSUG-ELP	20616	7,588	7,588	5,405	2,755	2,115	1,913	1,902	1,870	1,536	2,798	5,249	7,588
DSUG-ELP	30044	198	198	168	149	140	133	126	141	180	162	200	198
DSUG-ELP	30769	907	910	750	663	630	583	572	554	658	673	688	907
DSUG-ELP	31013	313	313	307	375	356	329	327	327	372	380	312	313
DSUG-ELP	31445	4	4	2	4	2	2	2	2	2	4	4	4
DSUG-ELP	31447	10	10	5	4	4	4	4	5	7	13	5	5
DSUG-ELP	31507	254	246	257	205	195	180	179	179	204	208	257	252
DSUG-ELP	31711	123	120	126	118	151	145	126	157	168	129	126	116
DSUG-ELP	31864	2,359	2,359	2,359	2,359	2,115	1,913	1,902	1,870	1,536	2,359	2,359	2,359
DSUG-ELP	31894	694	694	552	490	465	430	428	427	486	497	560	694
DSUG-EPE	20280	2	2	2	2	2	2	2	2	2	2	2	2
DSUG-EPE	20594	43	55	55	55	55	55	55	55	55	55	43	22
DSUG-EPE	30044	19	74	124	157	188	188	188	188	188	123	28	22
DSUG-EPE	31422	2	2	2	2	2	2	2	2	2	2	2	2
DSUG-KWX	14590	24	24	24	24	24	24	24	24	24	24	24	24
DSUG-KWX	41878	275	275	275	138	83	40	40	40	55	138	275	275

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DSUG-PAN	14892	246	246	246	246	152	73	73	73	102	246	246	246
DSUG-PAN	31653	507	507	507	254	152	73	73	73	102	254	425	507

\*Conditions: None



Agreement No. OA232000

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 Dated: August 1, 2014

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~~Post-Expansion Primary Maximum Delivery Obligation ("MDO")~~

<del>D-Code</del>	<del>Meter No.</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>	<del>dth/d</del>
<del>DSUG-ELP</del>	<del>20082</del>	<del>94</del>	<del>95</del>	<del>60</del>	<del>125</del>	<del>122</del>	<del>115</del>	<del>114</del>	<del>113</del>	<del>122</del>	<del>124</del>	<del>60</del>	<del>94</del>
<del>DSUG-ELP</del>	<del>20328</del>	<del>510</del>	<del>530</del>	<del>650</del>	<del>760</del>	<del>800</del>	<del>800</del>	<del>750</del>	<del>800</del>	<del>800</del>	<del>400</del>	<del>400</del>	<del>410</del>
<del>DSUG-ELP</del>	<del>20371</del>	<del>184</del>	<del>183</del>	<del>86</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>87</del>	<del>184</del>
<del>DSUG-ELP</del>	<del>20585</del>	<del>1900</del>	<del>1900</del>	<del>1900</del>	<del>606</del>	<del>580</del>	<del>580</del>	<del>580</del>	<del>580</del>	<del>580</del>	<del>580</del>	<del>1900</del>	<del>1900</del>
<del>DSUG-ELP</del>	<del>20598</del>	<del>34</del>	<del>32</del>	<del>22</del>	<del>63</del>	<del>64</del>	<del>58</del>	<del>57</del>	<del>57</del>	<del>64</del>	<del>62</del>	<del>23</del>	<del>33</del>
<del>DSUG-ELP</del>	<del>20599</del>	<del>4</del>	<del>4</del>	<del>4</del>	<del>40</del>	<del>20</del>	<del>20</del>	<del>20</del>	<del>20</del>	<del>59</del>	<del>70</del>	<del>3</del>	<del>4</del>
<del>DSUG-ELP</del>	<del>20602</del>	<del>1729</del>	<del>1729</del>	<del>1471</del>	<del>1406</del>	<del>1381</del>	<del>1302</del>	<del>1292</del>	<del>1281</del>	<del>1379</del>	<del>1404</del>	<del>1471</del>	<del>1728</del>
<del>DSUG-ELP</del>	<del>20616</del>	<del>133451</del>	<del>133986</del>	<del>88184</del>	<del>45607</del>	<del>36235</del>	<del>33389</del>	<del>33132</del>	<del>32379</del>	<del>25153</del>	<del>45607</del>	<del>84382</del>	<del>133076</del>
<del>DSUG-ELP</del>	<del>30014</del>	<del>3159</del>	<del>3158</del>	<del>1716</del>	<del>2466</del>	<del>2387</del>	<del>2321</del>	<del>2189</del>	<del>2430</del>	<del>2937</del>	<del>2635</del>	<del>1715</del>	<del>3160</del>
<del>DSUG-ELP</del>	<del>30769</del>	<del>15000</del>	<del>15000</del>	<del>12000</del>	<del>10979</del>	<del>10781</del>	<del>10164</del>	<del>9966</del>	<del>9586</del>	<del>7500</del>	<del>4707</del>	<del>11000</del>	<del>14999</del>
<del>DSUG-ELP</del>	<del>31043</del>	<del>5000</del>	<del>4999</del>	<del>4800</del>	<del>6203</del>	<del>6094</del>	<del>5743</del>	<del>5697</del>	<del>5650</del>	<del>6083</del>	<del>6194</del>	<del>4800</del>	<del>5000</del>
<del>DSUG-ELP</del>	<del>31445</del>	<del>40</del>	<del>40</del>	<del>20</del>	<del>40</del>	<del>20</del>	<del>20</del>	<del>20</del>	<del>20</del>	<del>20</del>	<del>40</del>	<del>40</del>	<del>40</del>
<del>DSUG-ELP</del>	<del>31447</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>60</del>	<del>60</del>	<del>60</del>	<del>60</del>	<del>79</del>	<del>400</del>	<del>240</del>	<del>0</del>	<del>0</del>
<del>DSUG-ELP</del>	<del>31507</del>	<del>3618</del>	<del>3608</del>	<del>1820</del>	<del>3394</del>	<del>3330</del>	<del>3140</del>	<del>3115</del>	<del>3089</del>	<del>3326</del>	<del>3384</del>	<del>1820</del>	<del>3608</del>
<del>DSUG-ELP</del>	<del>31711</del>	<del>2144</del>	<del>2088</del>	<del>2054</del>	<del>1954</del>	<del>2572</del>	<del>2515</del>	<del>2489</del>	<del>2702</del>	<del>2736</del>	<del>2089</del>	<del>2022</del>	<del>2016</del>
<del>DSUG-ELP</del>	<del>31861</del>	<del>56600</del>	<del>56600</del>	<del>56600</del>	<del>56196</del>	<del>36235</del>	<del>33389</del>	<del>33132</del>	<del>32379</del>	<del>25153</del>	<del>48732</del>	<del>56600</del>	<del>56600</del>
<del>DSUG-ELP</del>	<del>31894</del>	<del>21099</del>	<del>21100</del>	<del>16687</del>	<del>8105</del>	<del>7959</del>	<del>7504</del>	<del>7444</del>	<del>7383</del>	<del>7948</del>	<del>8089</del>	<del>16687</del>	<del>21100</del>
<del>DSUG-ELP</del>	<del>Transmountain</del>	<del>23000</del>	<del>23000</del>	<del>23000</del>	<del>32000</del>	<del>32000</del>	<del>32000</del>	<del>32000</del>	<del>32000</del>	<del>32000</del>	<del>32000</del>	<del>23000</del>	<del>23000</del>
<del>DSUG-EPE</del>	<del>20280</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>	<del>30</del>
<del>DSUG-EPE</del>	<del>20594</del>	<del>683</del>	<del>865</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>1300</del>	<del>684</del>	<del>348</del>
<del>DSUG-EPE</del>	<del>30044</del>	<del>293</del>	<del>4135</del>	<del>1984</del>	<del>2500</del>	<del>3000</del>	<del>3000</del>	<del>3000</del>	<del>3000</del>	<del>3000</del>	<del>1962</del>	<del>446</del>	<del>352</del>

DSUG-EPE	31422	20	20	20	20	20	20	20	20	20	20	20	20
DSUG-KWX	14590	500	500	500	500	500	500	500	500	500	500	500	500
DSUG-KWX	41878	6600	6600	6600	3300	1980	943	943	943	1320	3300	6600	6600
DSUG-PAN	14892	5900	5900	5900	4050	2430	1157	1157	1157	1620	4050	5900	5900
DSUG-PAN	31653	8100	8100	8100	4050	2430	1157	1157	1157	1620	4050	6791	8100

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~~Post-Expansion Primary Maximum Hourly Obligation ("MHO")~~

<del>D-Code</del>	<del>Meter No.</del>	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
<del>DSUG-ELP</del>	<del>20082</del>	6	6	4	8	8	7	7	7	8	8	4	6
<del>DSUG-ELP</del>	<del>20328</del>	30	31	34	34	34	34	34	34	34	25	25	26
<del>DSUG-ELP</del>	<del>20371</del>	12	12	6	13	13	12	12	13	13	13	6	12
<del>DSUG-ELP</del>	<del>20585</del>	81	81	81	38	35	35	35	35	36	36	81	81
<del>DSUG-ELP</del>	<del>20598</del>	2	2	2	4	4	4	4	4	4	4	2	3
<del>DSUG-ELP</del>	<del>20599</del>	1	1	1	1	2	2	2	2	4	5	1	1
<del>DSUG-ELP</del>	<del>20602</del>	109	109	92	86	84	78	78	78	86	87	92	108
<del>DSUG-ELP</del>	<del>20616</del>	7588	7588	5424	2781	2180	1999	1986	1948	1556	2814	5254	7588
<del>DSUG-ELP</del>	<del>30014</del>	198	198	108	151	144	139	132	147	182	163	108	198
<del>DSUG-ELP</del>	<del>30769</del>	907	907	750	670	649	609	598	577	464	295	688	907
<del>DSUG-ELP</del>	<del>31013</del>	313	313	300	379	367	344	342	340	377	382	300	313
<del>DSUG-ELP</del>	<del>31415</del>	1	1	2	1	2	2	2	2	2	1	1	1
<del>DSUG-ELP</del>	<del>31417</del>	0	0	0	4	4	4	4	5	7	13	0	0
<del>DSUG-ELP</del>	<del>31507</del>	227	226	114	207	201	188	187	186	206	209	114	226
<del>DSUG-ELP</del>	<del>31711</del>	125	121	127	120	155	151	132	163	170	129	126	118
<del>DSUG-ELP</del>	<del>31861</del>	2359	2359	2359	2359	2180	1999	1986	1948	1556	2359	2359	2359
<del>DSUG-ELP</del>	<del>31894</del>	1319	1319	1043	495	479	450	447	445	492	500	1043	1319
<del>DSUG-ELP</del>	<del>Transmountain</del>	1438	1438	1438	2000	2000	2000	2000	2000	2000	2000	1438	1438
<del>DSUG-EPE</del>	<del>20280</del>	2	2	2	2	2	2	2	2	2	2	2	2
<del>DSUG-EPE</del>	<del>20591</del>	43	55	55	55	55	55	55	55	55	55	43	22

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DSUG-EPE	30041	19	71	124	157	188	188	188	188	188	123	28	22
DSUG-EPE	31422	2	2	2	2	2	2	2	2	2	2	2	2
DSUG-KWX	14590	24	24	24	24	24	24	24	24	24	24	24	24
DSUG-KWX	41878	275	275	275	138	83	40	40	40	55	138	275	275
DSUG-PAN	14892	246	246	246	246	152	73	73	73	102	246	246	246
DSUG-PAN	31653	507	507	507	254	152	73	73	73	102	254	425	507

~~\*Conditions: None~~Reserved