



August 21, 2024

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

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

Re: FT-2 Form of Service Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP24-

Commissioners:

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

Part V Section 2 – Rate Schedule FT-2

Version 4.0.0

Proposed with an effective date of September 20, 2024, this tariff record is filed to update the form of service agreement applicable to Rate Schedule FT-2 to promote contracting flexibility as well as administrative efficiency.

Background

In 1990, EPNG and its customers agreed to a system-wide settlement, which provided for the implementation of contract conversions from bundled sales service to transportation service with its customers ("1990 Settlement").¹ As specified by the 1990 Settlement, Rate Schedule FTS-S ("FTS-S") provided for full requirements transportation service for small shippers who converted their sales entitlements to firm transportation capacity rights. During the early 1990's, EPNG and FTS-S shippers executed contracts based on existing delivery point requirements and certain conditions of service.

In 1995, FTS-S was converted to Rate Schedule FT-2 service; however, associated contracts were not amended at that time as the terms and conditions of service remained the same. Service provisions for those shippers were, and continue to be, unique due to the full requirements nature and applicability to a grandfathered group of east-of-California shippers whose annual requirements

¹ *El Paso Natural Gas Co.*, 54 FERC ¶ 61,316 and *reh'g*, 56 FERC ¶ 61,290 (1991).

were at or below 10,000 dekatherms (“Dth”) per day.² In the event an FT-2 shipper requires transportation greater than 10,000 Dth per day, the shipper must convert its entire FT-2 transportation service agreement (“TSA”) to firm service under Rate Schedule FT-1 or to another firm rate schedule.

EPNG’s Tariff contains a standard Form of Service Agreement for each of its services (“Pro Forma”), including Rate Schedule FT-2 service. The combination of the Pro Forma along with certain agreement-related provisions in the rate schedule and general terms and conditions enables EPNG to provide customers with a roadmap for receiving service on EPNG’s pipeline system. EPNG’s Pro Forma for Rate Schedule FT-2 service (“FT-2 Pro Forma”) has remained unchanged for several years.

Reason for Filing

EPNG has several Rate Schedule FT-2 TSAs with shippers that are approaching the notification date for the underlying right of first refusal. With the possibility of amendments or new replacement agreements in the near future, EPNG reviewed its FT-2 Pro Forma and discovered a number of provisions necessitating updates to allow additional flexibility and increased administrative ease for shippers as well as for EPNG. Consequently, EPNG is proposing to update its FT-2 Pro Forma as described below.

Description of Pro Forma Updates

EPNG is proposing to add, modify and expand certain optional selections or fill-in-the-blank areas to its FT-2 Pro Forma. These modifications will provide greater flexibility in incorporating transaction-specific information into each agreement. Thus, the proposed updates to the FT-2 Pro Forma do not change the rights and conditions that FT-2 shippers currently maintain under their agreements. Rather, the modifications merely serve to provide ease of contracting and to afford future contracts the opportunity to conform to EPNG’s FT-2 Pro Forma.

Cover Page

The Pro Formas for the majority of EPNG’s services reflect a cover page to indicate the service and the parties to the agreement. Additionally, the Pro Forma cover pages include a note stating that the placement of text on the pages of the agreement, the number of pages, the numbering of paragraphs, sections and footnotes, formatting, capitalization, headings and font may vary from the Pro Forma to the TSA. A cover page is not included as part of the FT-2 Pro Forma at present.

² Capacity requirements of FT-2 shippers were stipulated in the Capacity Allocation Proceeding (full requirements service up to 10,000 dth per day); see *El Paso Natural Gas Company*, 99 FERC ¶ 61,244 (2002).

EPNG is proposing to update the FT-2 Pro Forma with a cover page, consistent with its other services. Additionally, EPNG is proposing that the inclusion of the cover page be optional to provide flexibility of use to the executing parties.

Agreement

The first page of EPNG's current FT-2 Pro Forma reflects a fill-in-the-blank for the date that the agreement was made and entered into and identifies the type of companies that are parties to the agreement as corporations. Firstly, EPNG is proposing to include a fill-in-the-blank for the date in the header of the agreement and to remove the date reference from the body of the agreement. In this manner, the FT-2 Pro Forma will be more consistent with EPNG's current contracting practices. Secondly, EPNG is proposing to remove the references to "corporation" for the parties and, instead, to rely on fill-in-the-blanks for noting the entity type for the shipper and for EPNG. Given that many FT-2 shippers are not corporations but, rather, municipalities, this proposed update provides contracting flexibility and will allow the parties to complete such basic information without causing the agreement to become non-conforming.

Paragraph 2.1 of the FT-2 Pro Forma notes that receipt points are described in Exhibit A of the agreement. The provision continues on to state that the delivery pressure and other pertinent factors are also set forth in Exhibit A. EPNG is proposing a clarification phrase in this provision to note that the delivery pressure and other pertinent factors are specific to the receipt points. This addition is similar to the existing provision applicable to delivery points found in paragraph 2.2.

The current term provisions found in Article V of EPNG's FT-2 Pro Forma define the term for an agreement but do not include a provision to address contract renewal/extension for a TSA such as evergreen provisions or contractual rights-of-first-refusal provisions. Consequently, at present, the inclusion of certain contract renewal/extension provisions may be deemed non-conforming compared to the Pro Forma. Therefore, EPNG is proposing to include fill-in-the-blank language to specify extension rights, contractual rights-of-first-refusal and related termination provisions, if applicable, in paragraph 5.2 of the FT-2 Pro Forma. Similar to EPNG's other Pro Forms, the addition of this language will allow the scope of the FT-2 Pro Forma term provisions to be comprehensive for the agreement without being non-conforming by their mere inclusion. EPNG is also proposing to change Article VI that currently addresses "Cancellation of Prior Contracts" to the "Effect on Prior Contracts" so that amendments may be addressed, if applicable, in addition to the cancellation of agreements consistent with EPNG's other Pro Forms.

Paragraph 7.1 of the FT-2 Pro Forma includes the addresses for the parties for purposes of notifications. At present, EPNG's address is reflected in the Pro

Forma and a fill-in-the-blank is shown for the specific director to which the communication will be addressed. EPNG's current Tariff, however, already identifies various points of contact for notices, payments, nominations, etc., as shown in Part I, Section 4 of its Tariff. As a result, EPNG is proposing to remove the specific address for EPNG from the FT-2 Pro Forma and simply refer to the "Points of Contact" in EPNG's Tariff, consistent with similar provisions in EPNG's other Pro Formas.

Exhibits

Currently, Exhibit A of the FT-2 Pro Forma includes the receipt points, delivery pressures and maximum daily quantity. Exhibit B includes the delivery points and maximum delivery quantity. EPNG is proposing to reformat the exhibits to add more specificity for point identification and to reflect each of the exhibit data elements in a list for inclusion in a TSA, if applicable. On Exhibit A, EPNG is proposing to clarify that the maximum *daily* quantity is actually the maximum *receipt* quantity, consistent with the reference in paragraph 1.1 of the FT-2 Pro Forma. On Exhibit B, EPNG is proposing to add the data elements of meters and maximum and minimum delivery pressures so that such elements may be used if they are applicable to the shipper's TSA.

Execution

Currently, the execution provisions found in the FT-2 Pro Forma allow the parties to execute an FT-2 agreement electronically or in two original counterparts. There are signature blocks for each executing party found immediately below such language. Additionally, there are signature blocks for attesting parties for both the shipper and EPNG. With this update to the FT-2 Pro Forma, EPNG is proposing to modify its execution provisions and signature blocks similar to that found in its other Pro Formas. As a result, FT-2 shippers may continue to execute their agreements based on their preferred method (i.e., in documents executed by both parties, in two original counterparts or electronically).

Description of Filing

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

Part V, Section 2 reflects EPNG's proposed modifications to its FT-2 Pro Forma, as discussed above.

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

Section 154.204 Discussion

Pursuant to Section 154.204 of the Commission's regulations, EPNG states the following:

- a) EPNG does not anticipate any increase in costs as a result of this tariff change.
- b) EPNG is not aware of any other filing pending with the Commission that may significantly affect this filing.

Procedural Matters

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

- a) a transmittal letter; and
- b) clean and marked versions of the tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on September 20, 2024, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

Mr. David R. Cain
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4534
David_Cain@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2023)).

The undersigned hereby certifies that she has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated

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

in the filing and in the attachments are true to the best of her knowledge and belief;
and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

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

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

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 21st day of August 2024.

/s/

Shelly L. Busby

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

Clean Tariff Section

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-2

Between

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

And

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement. The inclusion of this cover page is optional for an Executed TSA.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No. _____

FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FT-2
DATED: _____

THIS AGREEMENT is made and entered into by and between EL PASO NATURAL GAS COMPANY, L.L.C., a _____, hereinafter referred to as "El Paso," and _____, a _____, hereinafter referred to as "Shipper".

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS,

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving [identify consumers (i.e.,

residential, non-residential, irrigation, etc.)] situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors applicable to the Receipt Point(s) are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

- (a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

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

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:

(Paragraph 4.2 is to be utilized only when applicable)

ARTICLE V

Term

5.1 This Agreement shall become effective

5.2 After this Agreement becomes effective, it shall continue in full force and effect

[Insert term of service including any (i) extension rights such as an evergreen or rollover provision, (ii) contractual rights-of-first-refusal, and/or (iii) related termination provisions, as applicable. May include additional sentences.]

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Effect on Prior Contracts

6.1 This Agreement _____.

(Paragraph 6.1 to be utilized only when applicable)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: See "Points of Contact" in El Paso's FERC Gas Tariff

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions)

ARTICLE IX

Miscellaneous

9.1 El Paso 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 General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature or may be executed in two (2) original counterparts that together shall constitute one and the same.

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

Accepted and agreed to this

Accepted and agreed to this

____ day of _____, _____.

____ day of _____, _____.

EXHIBIT A

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit A, if applicable:

Receipt Point(s) (including, among other things, Point
Identification Number and PIN name)
Delivery Pressure(s) (psig)*
Maximum Receipt Quantity (Dth/d)

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: _____

B. Supersedes Exhibit A Effective: _____

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

By _____

By _____

Date _____

Date _____

EXHIBIT B

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit B, if applicable:

Delivery Point(s) (including, among other things, Point
Identification Number and PIN name)
Meter(s) (including, among other things, Point Identification
Number and PIN name)
Maximum Delivery Quantity (Dth/d)
Maximum Delivery Pressure (psig)**
Minimum Delivery Pressure (psig)**

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

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: _____

B. Supersedes Exhibit B Effective: _____

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

By _____

By _____

Date _____

Date _____

EXHIBIT C

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

Section of
General Terms
and Conditions

Substitute Provision

A. Effective Date of this Exhibit C: _____

B. Supersedes Exhibit C Effective: _____

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

By _____

By _____

Date _____

Date _____

Marked Tariff Section

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No. _____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-2

Between

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

And

(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement. The inclusion of this cover page is optional for an Executed TSA.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No. _____

FIRM TRANSPORTATION SERVICE
UNDER
RATE SCHEDULE FT-2
DATED: _____

THIS AGREEMENT is made and entered into ~~as of this~~ _____ day of _____, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a ~~Delaware~~ ~~corporation~~ _____, hereinafter referred to as "El Paso," and _____, a _____ ~~corporation~~, hereinafter referred to as "Shipper".

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS,

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree ~~as of the date first above written~~ as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its

full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving [identify consumers (i.e., residential, non-residential, irrigation, etc.)] situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors [applicable to the Receipt Point\(s\)](#) are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

- (a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and
- (b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

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

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:

(Paragraph 4.2 is to be utilized only when applicable)

ARTICLE V

Term

5.1 This Agreement shall become effective

5.2 After this Agreement becomes effective, it shall continue in full force and effect

[Insert term of service including any (i) extension rights such as an evergreen or rollover provision, (ii) contractual rights-of-first-refusal, and/or (iii) related termination provisions, as applicable. May include additional sentences.]

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

~~Cancellation of Effect on~~ Prior Contracts

6.1 ~~When t~~This Agreement ~~becomes effective, it~~ _____ ~~supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:~~

(Paragraph 6.1 to be utilized only when applicable)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: ~~El Paso Natural Gas Company, L.L.C. See "Points of Contact" in El Paso's FERC Gas Tariff~~
~~Post Office Box 1087~~
~~Colorado Springs, CO 80944~~
~~Attention: Director, _____~~

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(This Article to be utilized when necessary
to specify other operating provisions)

ARTICLE IX

Miscellaneous

9.1 El Paso 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 General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

IN WITNESS HEREOF, the ~~P~~parties have ~~executed~~~~caused~~ this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature or may be to be (electronically executed or executed in two (2) original counterparts that together shall constitute one and the same—choose one as applicable), by their duly authorized officers, the day and year first set forth herein.

ATTEST: _____

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

Accepted and agreed to this

Accepted and agreed to this

day of _____

day of _____

By _____
(Title)

By _____
(Title)

ATTEST: _____
(Acquiring Shipper)

By _____
(Title)

By _____
(Title)

EXHIBIT A

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit A, if applicable:

Receipt Point(s) (including, among other things, Point
Identification Number and PIN name)
Delivery Pressure(s) (psig)*
Maximum Receipt Quantity (Dth/d)

_____	_____	Maximum
_____	Delivery	Daily
_____	Pressure(s)	Quantity
Receipt Point(s)	(psig)*	(—)

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: _____

B. Supersedes Exhibit A Effective: _____

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

By _____

By _____

Date _____

Date _____

EXHIBIT B

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit B, if applicable:

Delivery Point(s) (including, among other things, Point
Identification Number and PIN name)
Meter(s) (including, among other things, Point Identification
Number and PIN name)
Maximum Delivery Quantity (Dth/d)
Maximum Delivery Pressure (psig)**
Minimum Delivery Pressure (psig)**

Maximum

_____ Delivery
_____ Quantity
~~_____ Delivery Point(s) ()~~

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

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: _____

B. Supersedes Exhibit B Effective: _____

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

By _____

By _____

Date _____

Date _____

EXHIBIT C

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

Section of
General Terms
and Conditions

Substitute Provision

A. Effective Date of this Exhibit C: _____

B. Supersedes Exhibit C Effective: _____

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

By _____

By _____

Date _____

Date _____