



October 30, 2024

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

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

Re: Shipper Name Change and Housekeeping Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP25-

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.

Proposed with an effective date of December 1, 2024, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect a change in shipper name for two non-conforming, negotiated rate transportation service agreements ("TSAs"). Additionally, EPNG is proposing to remove a number of negotiated rate and/or non-conforming TSAs from its Tariff.

Reason for Filing

This filing is submitted to update EPNG's Tariff to remove or modify negotiated rate and/or non-conforming TSAs, as described below.

Shipper Name Change

Currently, EPNG's Tariff includes two non-conforming, negotiated rate TSAs with WTG Midstream Marketing LLC ("WTG") (i.e., Agreement Nos. 617716-FT1EPNG and 617729-FT1EPNG). In July 2024, Energy Transfer, LP completed an acquisition of WTG and, as a result, the WTG name changed to ETC Midstream Marketing, LLC ("ETC Midstream"). In September 2024, ETC Midstream merged with ETC Marketing, Ltd. ("ETC Marketing") effective October 1, 2024 with ETC Marketing as the surviving entity. Accordingly, with this instant filing, EPNG is proposing to update the tariff records representing the two WTG TSAs with the shipper name of ETC Marketing.¹

¹ Currently, Transactional Reporting – Firm and the Index of Customers identify ETC Marketing as the shipper for Agreement Nos. 617716-FT1EPNG and 617729-FT1EPNG.

Housekeeping

EPNG is proposing tariff revisions to remove TSAs that have or will expire by November 30, 2024. Moreover, certain non-conforming and/or negotiated rate TSAs are being removed from EPNG's Tariff as recent amendments to those TSAs no longer include non-conforming provisions or negotiated rates.

Description of Filing

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.²

The Table of Contents found in Part I, Section 1 and the index page for Part VII: Non-Conforming are updated to remove references to five non-conforming TSAs from the applicable lists consistent with the updates described below. Additionally, EPNG is proposing to update the references to the WTG TSAs to reflect the events described earlier resulting in a change in the shipper name to ETC Marketing. EPNG is also proposing to remove the listing of a negotiated rate TSA with Devon Gas Services, L.P. ("Devon") from the index found on Part II, Section 5.³

Effective December 1, 2024, EPNG and Devon agreed to an amendment ("Devon Amendment") of Agreement No. FT3HF000 to reflect an extension of the underlying capacity as well as the capacity from Devon's non-conforming, negotiated rate Agreement No. FT3HG000. The Devon Amendment is not subject to a negotiated rate and aligns with EPNG's applicable form of service agreement. As a result, EPNG is proposing to remove the existing Devon agreements from its Tariff, as shown on Part II, Section 5.2 and Part VII, Sections 102.0 through 102.2.

Part VII, Sections 35.0 through 35.2 reflect the removal of non-conforming Agreement No. 611666-FT1EPNG for Targa Gas Marketing LLC, as this agreement has expired.

Part VII, Sections 60.0 – 60.3, 62.0 – 62.3 and 64.0 – 64.3 reflect the removal of three non-conforming Rate Schedule FT-2 TSAs that will expire on November 30, 2024.⁴

² See 18 C.F.R. §§ 154.201 - 154.210 (2024) (Subpart C).

³ This tariff record remains pending before the Commission in Docket No. RP25-106-000. The changes proposed to this tariff record in that proceeding consisted of including a new negotiated rate agreement and removing three existing negotiated rate agreements on the index for the Statement of Negotiated Rates. Those changes are incorporated in the proposed tariff record. Should the Commission not accept the tariff modifications proposed in the aforementioned proceeding, EPNG will file to modify this tariff record accordingly.

⁴ The currently effective TSAs with the City of McLean, Texas, the City of Denver City, Texas and the City of Whiteface, Texas (as represented by these tariff records) will expire on November 30, 2024 and new replacement agreements for these shippers will commence on

Part VII, Sections 117.0 through 118.2 are updated to show the change in name from WTG to ETC Marketing for Agreement Nos. 617716-FT1EPNG and 617729-FT1EPNG.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ 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 each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on December 1, 2024, which is not less than thirty days nor more than sixty days following the submission of this instant 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:

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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 (2024)).

December 1, 2024. The new agreements conform to the current Rate Schedule FT-2 form of service agreement found in EPNG's Tariff. As a result, EPNG is proposing to remove these three expiring Rate Schedule FT-2 TSAs from its Tariff.

⁵ 18 C.F.R. §§ 154.1 – 154.603 (2024).

The undersigned hereby certifies that she has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

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

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

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 30th day of October 2024.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Shipper Name Change and Housekeeping Filing

Third Revised Volume No. 1A

Part I: Overview

Section 1.0 Table of Contents Version 99.0.0

Part II: Statement of Rates

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Section 5.2 Reserved Version 5.0.0

Part VII: Non-Conforming Agreements (index)

Version 97.0.0

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Section 60.0 Reserved Version 1.0.0

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Section 60.2 Reserved Version 1.0.0

Section 60.3 Reserved Version 1.0.0

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Section 62.1 Reserved Version 1.0.0

Section 62.2 Reserved Version 1.0.0

Section 62.3 Reserved Version 1.0.0

Section 64.0 Reserved Version 1.0.0

Section 64.1 Reserved Version 1.0.0

Section 64.2 Reserved Version 1.0.0

Section 64.3 Reserved Version 1.0.0

Section 102.0 Reserved Version 2.0.0

Section 102.1 Reserved Version 3.0.0

Section 102.2 Reserved Version 2.0.0

Section 117.0 ETC Marketing, Ltd. #617716-FT1EPNG Version 2.0.0

Section 117.1 ETC Marketing #617716-FT1EPNG Exhibit A Version 3.0.0

Section 117.2 ETC Marketing #617716-FT1EPNG Exhibit B Version 3.0.0

Section 118.0 ETC Marketing, Ltd. #617729-FT1EPNG Version 2.0.0

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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

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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 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 Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
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ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,
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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
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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
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Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Mieco LLC FT-1 Agreement #620799-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
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
ETC Marketing, Ltd. FT-1 Agreement #617716-FT1EPNG
ETC Marketing, Ltd. FT-1 Agreement #617729-FT1EPNG
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
JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-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
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
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

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	Reserved
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	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	Reserved
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	Hartree Partners, LP #615844-FT1EPNG
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	Reserved
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	Reserved
Section 5.40	Reserved
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

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	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	Reserved
Section 10	Mieco LLC #620799-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	Reserved
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	Reserved
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	Reserved
Section 52	Reserved
Section 54	Reserved
Section 55	City of Plains, Texas Letter Agreement
Section 56	Reserved
Section 57	City of Morton, Texas Letter Agreement
Section 58	Reserved
Section 59	City of McLean, Texas Letter Agreement
Section 60	Reserved
Section 61	City of Denver City, Texas Letter Agreement
Section 62	Reserved
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	Reserved
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	JPMorgan Chase Bank, N.A. #620901-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	Reserved
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	ETC Marketing, Ltd. #617716-FT1EPNG
Section 118	ETC Marketing, Ltd. #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

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ETC MARKETING, LTD.
(Shipper)

Dated: June 16, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2022

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

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

Agreement No. 617716-FT1EPNG

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

TCD (Dth/d)	Time Period
40,000	July 1, 2022 - December 31, 2029

11. **Term of Firm Transportation Service:** Beginning: July 1, 2022
Ending: December 31, 2029

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

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

To Shipper:
ETC MARKETING, LTD.
2838 Woodside St.
Dallas, TX 75204
Attn: Contract Admin

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

13. **Effect on Prior Agreement(s):** N/A

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

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

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

ETC MARKETING, LTD.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 617716-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ETC MARKETING, LTD.
 (Shipper)

Dated: July 31, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: August 8, 2023 – August 31, 2023

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IHYBENDM	302304	KEYTRAN	302136	VA								40,000						
TRANSPORTATION CONTRACT DEMAND												40,000						

Effective Dates: September 1, 2023 –December 31, 2029

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IBRCOBNB	801185	KEYTRAN	302136	VA	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
TRANSPORTATION CONTRACT DEMAND					40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the 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-1

Agreement No. 617716-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ETC MARKETING, LTD.
 (Shipper)
 Dated: July 31, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	August 8, 2023 – December 31, 2029	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER	All Delivery Points within the Permian Basin	August 8, 2023 – December 31, 2029	(1a)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.0230 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. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions 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: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-1

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ETC MARKETING, LTD.
(Shipper)

Dated: June 20, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 20, 2022

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

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

Agreement No. 617729-FT1EPNG

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

TCD (Dth/d)	Time Period
50,000	July 1, 2022 - December 31, 2029

11. **Term of Firm Transportation Service:** Beginning: July 1, 2022
Ending: December 31, 2029

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

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

To Shipper:
ETC MARKETING, LTD.
2838 Woodside St.
Dallas, TX 75204
Attn: Contract Admin

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

13. **Effect on Prior Agreement(s):** N/A.

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

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

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

ETC MARKETING, LTD.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 617729-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ETC MARKETING, LTD.
 (Shipper)

Dated: June 20, 2022

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
IWTGBUCK	801264	KEYTRAN	302136	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the 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-1

Agreement No. 617729-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ETC MARKETING, LTD.
 (Shipper)
 Dated: June 20, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER	All Delivery Points within the Permian Basin	See ¶11	(1a)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.0230 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. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions 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: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1

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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

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Atmos Energy Corporation FTH-12 Agreement #H222Y000
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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
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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 Letter Agreement dated July 16, 2014 for Agreement #FX226000
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
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 #620799-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
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~~
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~~ETC Marketing, Ltd. FT-1 Agreement #617729-FT1EPNG~~
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
JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-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
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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
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
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 Reserved
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	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	Reserved
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	Hartree Partners, LP #615844-FT1EPNG
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	Reserved
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	Reserved
Section 5.40	Reserved
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)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate	Usage Rate	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Devon Gas Services, L.P.						
#FT3HF000	3/19/19 - 3/19/19	8,000	1/	2/	IRAMSEYS	ILONEWA
	3/20/19 - 11/30/24	8,000	1/	2/	ILINDLEY	ILONEWA
						<u>Alternate Delivery Point(s)</u>
						IMOBILWA
						IWESTARW
						IOASISWA
						IVALEROW
						WAHATRAN
						ILONEWA
						DPECSTR

1/ As provided in Section 4.18 of the General Terms and Conditions of Transporter's Tariff, the parties agree to the following negotiated rate: \$3.6500 per Dekatherm per month which shall not be subject to the maximum and minimum rates provided in Transporter's Tariff.

2/ 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. 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. 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.

3/ 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	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	Reserved
Section 10	Mieco LLC #620799-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 Reserved
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	Reserved
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	Reserved
Section 52	Reserved
Section 54	Reserved
Section 55	City of Plains, Texas Letter Agreement
Section 56	Reserved
Section 57	City of Morton, Texas Letter Agreement
Section 58	Reserved
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000 Reserved
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000 Reserved
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000 Reserved
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	JPMorgan Chase Bank, N.A. #620901-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 Reserved
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-MidstreamETC Marketing, Ltd. LLC #617716-FT1EPNG
Section 118	WTG-MidstreamETC Marketing, Ltd. 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. 611666 FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~TARGA GAS MARKETING LLC
(Shipper)~~

~~Dated: December 4, 2018~~

~~Agreement No. 611666 FT1EPNG~~

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

~~Dated: December 4, 2018~~

~~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: TARGA GAS MARKETING LLC**~~

~~3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.~~

~~4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

~~5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.~~

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

~~The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:~~

~~(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion, provided Transporter shall use commercially reasonable efforts to obtain such approvals, permits and other authorizations.~~

~~(ii) — Construction of additional facilities which may include certain system modifications and the construction of new pipeline interconnect facilities to accommodate deliveries from Transporter to the proposed Gulf Coast Express Project (“GCX”), located near Shipper’s existing High Plains gas processing plant in Midland County, Texas (“High Plains Delivery Point”). For purposes of this Agreement, the system modifications and the High Plains Delivery Point are collectively hereinafter referred to as the “Project Facilities”.~~

~~Agreement No. 611666-FT1EPNG~~

~~(iii) The acquisition by Transporter of all rights of way and other surface rights required to site the Project Facilities, if any, in a form and substance satisfactory to Transporter in its sole discretion, provided Transporter shall use commercially reasonable efforts to obtain such rights of way and other surface rights.~~

~~If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than thirty (30) days' advance written notice of such termination.~~

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

~~7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.~~

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

~~9. **Negotiated Rate:** Yes No~~

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

~~TCD~~

~~(Dth/d) _____ Time Period~~

~~41,000 _____ See ¶11~~

~~11. **Term of Firm Transportation Service:**~~

~~Beginning: _____ The date on which both (1) the Project Facilities are in service and (2) GCX is capable of receiving gas at the High Plains Delivery Point ("the Commencement Date").~~

~~Ending: _____ Five (5) years after the Commencement Date.~~

~~For purposes of this Agreement, the Project Facilities will be deemed in service on the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place Project Facilities into service.~~

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

~~Agreement No. 611666 FT1EPNG~~

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

~~To Shipper:~~

~~TARGA GAS MARKETING LLC
811 Louisiana St.
Suite 2100
Houston, TX 77002
Attn: Contract Administrator~~

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

~~13. Effect on Prior Agreement(s): N/A.~~

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

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

~~EL PASO NATURAL GAS COMPANY, L.L.C. TARGA GAS MARKETING LLC~~

~~_____

_____~~

~~Accepted and agreed to this Accepted and agreed to this~~

~~____ day of _____, 2018. _____ day of _____, 2018.~~

Reserved

Agreement No. 611666-FT1EPNG

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

Dated: December 4, 2018

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
ICONSTER	314447	High Plains Delivery Point	TBD	VA	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000		
TRANSPORTATION CONTRACT DEMAND					41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000		

Notes:

- 1/— The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/— Unless otherwise specified on this Exhibit A, the 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-1~~
Reserved

Agreement No. 611666-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
TARGA GAS MARKETING LLC
 (Shipper)

Dated: December 4, 2018

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Notes:

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$1.5208 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

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

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

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

Ex. B-1
Reserved

Agreement No. FX223000

**~~FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2~~**

~~THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and MCLEAN, TEXAS, CITY OF, a Texas corporation, hereinafter referred to as "Shipper"~~

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

~~WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Gray County, Texas; and~~

~~WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and~~

~~WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and~~

~~WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission's Regulations; and~~

~~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 its customers 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.~~

Agreement No. FX223000

~~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 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. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.~~

~~(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of \$0.3176 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and~~

~~(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:~~

<u>YEAR</u>	<u>RATE</u>
2015	\$0.3208

Agreement No. FX223000

2016	\$0.3240
2017	\$0.3272
2018	\$0.3305
2019	\$0.3338
2020	\$0.3371
2021	\$0.3405
2022	\$0.3439
2023	\$0.3473
2024	\$0.3508

~~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.~~

- ~~(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper's entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.~~

~~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 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.~~

Agreement No. FX223000

ARTICLE V

Term

~~5.1 — El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto 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), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso 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 or this Agreement.~~

~~5.2 — This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.~~

~~5.3 — A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.~~

~~5.4 — 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 Prior Contracts

~~6.1 — When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZM originally dated August 7, 1991.~~

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.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments~~

Agreement No. FX223000

~~Shipper: _____ McLean, Texas, City of
_____ Post Office Box 9
_____ McLean, Texas 79057
_____ Attention: Toni Bohlar~~

~~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 **(NOT APPLICABLE)**

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.~~

~~_____ 9.5 _____ 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 assignees or successor-in-interests.~~

Agreement No. FX223000

~~IN WITNESS HEREOF~~, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

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

By _____ By _____

Will W. Brown
Director of Marketing

Title _____

~~ATTEST:~~ _____ ~~MCLEAN, TEXAS, CITY OF~~

By _____ By _____

Title _____ Title _____

Reserved

Agreement No. FX223000

EXHIBIT A

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and MCLEAN, TEXAS, CITY OF**

Receipt Point(s)	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dth/d)
216748 -- BLANCO		
216747 -- BONDAD		
340827 -- BONDADST		
340828 -- RIOVISTA		

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

~~A. Effective Date of this Exhibit A: December 1, 2014.~~

~~B. Supersedes Exhibit A Effective: XXXX.~~

~~MCLEAN, TEXAS, CITY OF EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX223000

EXHIBIT B

**To The
 Transportation Service Agreement
 Dated December 1, 2014
 Between El Paso Natural Gas Company, L.L.C.
 and MCLEAN, TEXAS, CITY OF**

Delivery Point(s)	Maximum Delivery Quantity (Dth/d)
22540 - DMCLNPAN	

Meters	Minimum Delivery Pressure (psig)	Maximum Delivery Pressure (psig)
31985 - McLean Emergency Tap #2	50	

~~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: December 1, 2014.~~

~~B. Supersedes Exhibit B Effective: XXXX.~~

~~MCLEAN, TEXAS, CITY OF _____ EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____ By _____
 _____ Will W. Brown
 _____ Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX223000

EXHIBIT C

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and MCLEAN, TEXAS, CITY OF**

~~_____ 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~~

(NOT APPLICABLE)

A. Effective Date of this Exhibit C: _____ XXXXX _____

B. Supersedes Exhibit C Effective: _____ XXXXX _____

MCLEAN, TEXAS, CITY OF _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ XXXXX _____ By _____ XXXXX _____

Date _____ Date _____

Reserved

Agreement No. FX227000

**~~FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2~~**

~~THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and CITY OF DENVER CITY, TEXAS, a Texas corporation, hereinafter referred to as "Shipper"~~

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

~~WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Yoakum County, Texas; and~~

~~WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and~~

~~WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and~~

~~WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission's Regulations; and~~

~~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 its customers 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.~~

~~Agreement No. FX227000~~

~~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 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. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.~~

~~(a) — From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of \$0.3176 per Dekatherm ("Dth") per day for any and~~

~~all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and~~

- ~~(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:~~

YEAR	RATE
2015	\$0.3208

~~Agreement No. FX227000~~

2016	\$0.3240
2017	\$0.3272
2018	\$0.3305
2019	\$0.3338
2020	\$0.3371
2021	\$0.3405
2022	\$0.3439
2023	\$0.3473
2024	\$0.3508

~~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.~~

- ~~(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper's entire FT-2~~

~~service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.~~

~~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 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.~~

Agreement No. FX227000

ARTICLE V

Term

~~5.1—El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto 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), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso 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 or this Agreement.~~

~~5.2—This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.~~

~~5.3—A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.~~

~~5.4—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 Prior Contracts

~~6.1—When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZF originally dated August 7, 1991.~~

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.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments~~

Agreement No. FX227000
~~Shipper: — City of Denver City, Texas
P.O. Box 1539
Denver City, Texas 79323
Attention: Stan David~~

~~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~~

~~(NOT APPLICABLE)~~

~~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.~~

~~9.5 — 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 assignees or successor-in-interests.~~

Agreement No. FX227000

~~IN WITNESS HEREOF~~, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

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

By _____ By _____

Will W. Brown
Director of Marketing

Title _____

~~ATTEST:~~ _____ ~~CITY OF DENVER CITY, TEXAS~~

By _____ By _____

Title _____ Title _____ Reserved

Agreement No. FX227000

EXHIBIT A

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF DENVER CITY, TEXAS**

Receipt Point(s)	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dth/d)
216748 -- BLANCO		
216747 -- BONDAD		
340827 -- BONDADST		
340828 -- RIOVISTA		

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

~~A. Effective Date of this Exhibit A: December 1, 2014.~~

~~B. Supersedes Exhibit A Effective: XXXX.~~

~~CITY OF DENVER CITY, TEXAS EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX227000

EXHIBIT C

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF DENVER CITY, TEXAS**

~~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~~

~~(NOT APPLICABLE)~~

~~A. Effective Date of this Exhibit C: _____ X X X X X _____~~

~~B. Supersedes Exhibit C Effective: _____ X X X X X _____~~

~~CITY OF DENVER CITY, TEXAS _____ EL PASO NATURAL GAS COMPANY, L.L.C.~~

~~By _____ X X X X X _____ By _____ X X X X X _____~~

~~Date _____ Date _____~~

Reserved

Agreement No. FX222000

**~~FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2~~**

~~THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and CITY OF WHITEFACE, TEXAS, a Texas corporation, hereinafter referred to as "Shipper"~~

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

~~WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Hockley County, Texas; and~~

~~WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and~~

~~WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and~~

~~WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission's Regulations; and~~

~~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 its customers 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.~~

Agreement No. FX222000

~~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 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. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 4 of Rate Schedule FT-2 of El Paso's Tariff.~~

~~(a) — From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of \$0.3176 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and~~

~~(b) — Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:~~

<u>YEAR</u>	<u>RATE</u>
2015	\$0.3208

~~Agreement No. FX222000~~

2016	\$0.3240
2017	\$0.3272
2018	\$0.3305
2019	\$0.3338
2020	\$0.3371
2021	\$0.3405
2022	\$0.3439
2023	\$0.3473
2024	\$0.3508

~~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.~~

- ~~(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper's entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.~~

~~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 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.~~

Agreement No. FX222000

ARTICLE V

Term

~~5.1 — El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto 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), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso 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 or this Agreement.~~

~~5.2 — This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.~~

~~5.3 — A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.~~

~~5.4 — 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 Prior Contracts

~~6.1 — When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZD originally dated August 7, 1991.~~

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.
— Post Office Box 1087
— Colorado Springs, CO 80944
— Attention: Director, Marketing and
— Account Services Departments~~

Agreement No. FX222000

~~Shipper: _____ City of Whiteface, Texas
_____ Post Office Box 256
_____ Whiteface, Texas 79379
_____ Attention: Bolinda Terrell~~

~~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 **(NOT APPLICABLE)**

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.~~

~~_____ 9.5 _____ 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 assignees or successor-in-interests.~~

Agreement No. FX222000

~~IN WITNESS HEREOF~~, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

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

By _____ By _____
Will W. Brown
Director of Marketing

Title _____

ATTEST: _____ **CITY OF WHITEFACE, TEXAS**

By _____ By _____
Title _____ Title _____

Reserved

Agreement No. FX222000

EXHIBIT A

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF WHITEFACE, TEXAS**

Receipt Point(s)	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dth/d)
216748 - BLANCO		
216747 - BONDAD		
340827 - BONDADST		
340828 - RIOVISTA		

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

~~A. Effective Date of this Exhibit A: December 1, 2014.~~

~~B. Supersedes Exhibit A Effective: XXXX.~~

~~CITY OF WHITEFACE, TEXAS _____ EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX222000

EXHIBIT B

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF WHITEFACE, TEXAS**

Delivery Point(s)	Maximum Delivery Quantity (Dth/d)
23379 - DWHITDIS	

Meters	Minimum Delivery Pressure (psig)	Maximum Delivery Pressure (psig)
20214 - Whiteface	70	

— 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: December 1, 2014.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF WHITEFACE, TEXAS _____ EL PASO NATURAL GAS COMPANY, L.L.C.

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX222000

EXHIBIT C

**To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF WHITEFACE, TEXAS**

_____ 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 _____

(NOT APPLICABLE)

A. Effective Date of this Exhibit C: _____ **X X X X X** _____

B. Supersedes Exhibit C Effective: _____ **X X X X X** _____

CITY OF WHITEFACE, TEXAS _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ **X X X X X** _____ By _____ **X X X X X** _____

Date _____ Date _____

Reserved

~~Agreement No. FT3HG000~~

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

~~between~~

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

~~and~~

~~**Devon Gas Services, L.P.**~~

~~Dated: November 1, 2017~~

Agreement No. FT3HG000

Transportation Service Agreement

Rate Schedule FT 1

Dated: November 1, 2017

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: DEVON GAS SERVICES, L.P.~~
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.~~

~~Recovery for Carbon Tax and Greenhouse Gas Costs: Shipper shall pay Transporter for any FERC approved costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other greenhouse gas emissions related costs arising from any statutory or regulatory framework whatsoever ("Greenhouse Gas Costs"). If FERC authorizes the recovery of Greenhouse Gas Costs only through Transporter's reservation rates, then Shipper will agree to modify its negotiated fixed monthly Reservation Rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT 1 that is attributable to such costs.~~

~~Agreement No. FT3HG000~~

~~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:** Beginning: The later of November 1, 2017 or the In Service Date of _____ the Wink Compressor Modifications~~

~~Ending: The later of November 30, 2024 or seven (7) years from the In Service Date of the Wink Compressor Modifications~~

~~If the FERC for any reason does not accept this Agreement for filing, then Transporter and Shipper shall negotiate in good faith and enter into an amended Firm Transportation Service Agreement so as to (i) effect the original intent of the parties as closely as possible in order that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible and (ii) facilitate approval of the amended agreement by the FERC. In such event, Transporter shall seek FERC approval of the amended Firm Transportation Service Agreement as soon as reasonably practicable.~~

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

~~**Construction of Facilities:**~~

~~In order to provide transportation service for Shipper under this Agreement, the Parties recognize that Transporter must construct additional facilities that will include certain piping modifications at the Wink compressor station, which will be hereinafter referred to as the (“Wink Compressor Modifications”).~~

~~Transporter shall also construct a new interconnect facility on Transporter’s Line No. 2000 at or near milepost 976 in Loving County, Texas, and associated metering facilities capable of accepting and measuring gas receipts of up to 95,000 Dth/day, such interconnect facilities will be hereinafter referred to as the (“WPX Interconnect”). Shipper shall enter into, or cause an affiliate to enter into, a mutually agreeable Interconnect Agreement with Transporter for the WPX Interconnect.~~

~~Commencing April 1, 2017, Transporter shall provide Shipper bi-weekly reports on the status of the construction of the facilities described above and projections of the in-service dates.~~

~~Transporter’s obligation to construct the WPX Interconnect and the Wink Compressor Modifications and to provide firm transportation service is expressly made subject to the following two (2) conditions precedent, and only Transporter shall have the right to waive such conditions precedent:~~

~~Agreement No. FT3HG000~~

~~(a) Receipt of all necessary approvals and authorizations for the construction of the Wink Compressor Modifications and the WPX Interconnect from the senior management of Transporter and/or from the Board of Directors of Transporter and/or its appropriate parent company by November 25, 2016; and~~

~~(b) The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the WPX Interconnect and the Wink Compressor Modifications in a form and substance satisfactory to Transporter in its sole discretion.~~

~~If the immediately preceding conditions precedent are not fully satisfied then Transporter may terminate this Agreement.~~

~~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. FT3HG000 originally dated November 1, 2017.~~

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

TCD	Time Period
(Dth/d)	
55,000	See ¶9

~~Subject to this Paragraph 11, "In Service Date" shall mean the date (i) the Wink Compressor Modifications are completed and ready for service, and (ii) Transporter is authorized to place the Wink Compressor Modifications into service.~~

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

~~**To Shipper:** Devon Gas Services, L.P.
3500 One Williams Center, Suite 3400
Tulsa, OK 74172
Attn: Contract Management
Fax: (539) 573-9520~~

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

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

Agreement No. FT3HG000

14. ~~**Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness requirements of the GT&C of Transporter's Tariff. In the event Shipper is unable to satisfy the general creditworthiness provisions set forth in Transporter's Tariff, Shipper shall provide additional credit support (in the form of a Letter of Credit, a guaranty from a party that satisfies the creditworthiness standards, or such other form that is acceptable to Transporter in its sole discretion). Such credit support shall be at least equal to 18 months of anticipated charges (the "Enhanced Credit Support") for the first 2 years such capacity is available under this Agreement, and thereafter shall equal the amount of credit support authorized in the Transporter's Tariff for sales of existing capacity. The Enhanced Credit Support shall be provided to Transporter at least 90 days prior to the anticipated In-Service Date of the Wink Compressor Modifications. Shipper shall not be required to maintain the Enhanced Credit Support for a period longer than 27 months.~~
15. ~~**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.)~~
16. ~~**Elimination of Non-Conforming Provisions:** Upon the satisfaction of any condition to this Agreement, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute a replacement Agreement with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged. Transporter and Shipper will exercise reasonable efforts to minimize the number of replacement Agreements.~~

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

~~DEVON GAS SERVICES, L.P. EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____ By _____
Name _____ Will W. Brown
Title _____ Vice President Business Development
Date _____ Date _____

Reserved

Agreement No. FT3HG000-FT1EPNG

~~EXHIBIT A~~
~~To The~~
~~Transportation Service Agreement~~
~~Between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and Devon Gas Services, L.P. (Shipper)~~
~~Dated: March 18, 2019~~

~~Effective Dates: March 19, 2019~~

Primary Receipt PIN-Name	Receipt PIN	Primary Delivery PIN-Name	Delivery PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
IRAMSEYS	800908	ILONEWA	301624	VA			-55,000											
TRANSPORTATION CONTRACT DEMAND							55,000											

Agreement No. FT3HG000-FT1EPNG

~~EXHIBIT A
 To The
 Transportation Service Agreement
 Between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Devon Gas Services, L.P. (Shipper)
 Dated: March 18, 2019~~

~~Effective Dates: March 20, 2019 – December 2, 2024~~

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity—D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
ILINDLEY	49635	ILONEWA	301624	VA	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000		
TRANSPORTATION CONTRACT DEMAND					55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000		

Shipper's Transportation Contract Demand: See Paragraph 14

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

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

Reserved

Agreement No. FT3HG000

~~EXHIBIT B
 To The
 Transportation Service Agreement
 Between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Devon Gas Services, L.P. (Shipper)
 Dated: November 1, 2017~~

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

Primary and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges
IRAMSEYS WPX Interconnect	1260291 TBD	IMOBILWA IWESTARW IOASISWA ILONEWA IVALEROW WAHATRAN DPECSTR	81035 151612 151617 151624 152149 1298029 1700018	See ¶9	(1a)	-	-	-

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

~~— 1a — As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$3.6500 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.~~

~~Agreement No. FT3HG000~~

~~EXHIBIT B
To The
Transportation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Devon Gas Services, L.P. (Shipper)
Dated: November 1, 2017~~

~~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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

~~**WTG MIDSTREAM MARKETING LLC**~~ **ETC MARKETING, LTD.**
(Shipper)

Dated: June 16, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2022

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

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

Agreement No. 617716-FT1EPNG

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

TCD (Dth/d)	Time Period
40,000	July 1, 2022 - December 31, 2029

11. **Term of Firm Transportation Service:** Beginning: July 1, 2022
Ending: December 31, 2029

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

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

To Shipper:

~~WTG MIDSTREAM MARKETING LLC ETC MARKETING, LTD.
303 Veterans Airpark Lane, Ste 5000 2838 Woodside St.
Midland, TX 79705 Dallas, TX 75204
Attn: Mario Cano Contract Admin~~

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

13. **Effect on Prior Agreement(s):** N/A

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

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

**EL PASO NATURAL GAS COMPANY, L.L.C.
MARKETING, LTD.**

~~**WTG MIDSTREAM MARKETING LLC ETC**~~

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 617716-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
~~WTG MIDSTREAM MARKETING LLC~~ **ETC MARKETING, LTD.**
 (Shipper)

Dated: July 31, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: August 8, 2023 – August 31, 2023

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IHYBENDM	302304	KEYTRAN	302136	VA								40,000						
TRANSPORTATION CONTRACT DEMAND												40,000						

Effective Dates: September 1, 2023 –December 31, 2029

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IBRCOBNB	801185	KEYTRAN	302136	VA	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
TRANSPORTATION CONTRACT DEMAND					40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the 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-1

Agreement No. 617716-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and

WTG MIDSTREAM MARKETING LLC ETC MARKETING, LTD.

(Shipper)

Dated: July 31, 2023

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	August 8, 2023 – December 31, 2029	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER	All Delivery Points within the Permian Basin	August 8, 2023 – December 31, 2029	(1a)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.0230 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. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions 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: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-1

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

~~WTG MIDSTREAM MARKETING LLC~~ ETC MARKETING, LTD.
(Shipper)

Dated: June 20, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 20, 2022

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

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

Agreement No. 617729-FT1EPNG

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

TCD (Dth/d)	Time Period
50,000	July 1, 2022 - December 31, 2029

11. **Term of Firm Transportation Service:** Beginning: July 1, 2022
Ending: December 31, 2029

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

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

To Shipper:

~~WTG MIDSTREAM MARKETING LLC~~ ETC MARKETING, LTD.
~~303 Veterans Airpark Lane, Ste 5000~~ 2838 Woodside St.
~~Midland, TX 79705~~ Dallas, TX 75204
 Attn: ~~Mario Cano~~ Contract Admin

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

13. **Effect on Prior Agreement(s):** N/A.

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

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

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

~~WTG MIDSTREAM MARKETING LLC~~ ETC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 617729-FT1EPNG

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

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

WTG MIDSTREAM MARKETING LLC ETC MARKETING, LTD.
 (Shipper)

Dated: June 20, 2022

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
IWTGBUCK	801264	KEYTRAN	302136	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the 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-1

Agreement No. 617729-FT1EPNG

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 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and

~~WTG MIDSTREAM MARKETING LLC~~ **ETC MARKETING, LTD.**

(Shipper)

Dated: June 20, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER	All Delivery Points within the Permian Basin	See ¶11	(1a)			

Notes:

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

ACA:

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

Ex. B-1