



December 20, 2024

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

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

Re: Negotiated Rate Agreements 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 for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"). Proposed with an effective date of February 1, 2025, these tariff records update EPNG's Tariff for amendments to existing negotiated rate transportation service agreements ("TSAs") and the removal of a few TSAs due to expiration.

### **Reason for Filing**

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG executed amendments to three existing negotiated rate TSAs with Calpine Energy Services ("Calpine"), EOG Resources, Inc. ("EOG"), and ConocoPhillips Company ("Conoco").

#### *Calpine Amendment*

The amendment to Calpine's Agreement No. 617113-FT1EPNG includes a term extension beginning on February 1, 2025 and extending through March 31, 2035 for the underlying transportation contract demand of up to 40,000 dekatherms ("Dth") per day. Additionally, the amended TSA includes a contractual right of first refusal, a new fixed negotiated reservation rate of \$13.6875 per Dth per month, and updated alternate point combinations that are also subject to the underlying negotiated rate.<sup>1</sup>

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<sup>1</sup> EPNG acquired off-system capacity from TransColorado Gas Transmission Company LLC ("TransColorado") pursuant to Section 4.9 of the General Terms and Conditions of EPNG's Tariff. This off-system capacity includes certain TransColorado points that are identified as alternate points in the Calpine TSA.

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>2</sup> In accordance with this policy, EPNG is submitting tariff records to reflect the updated negotiated rate and certain contractual terms for the amendment to the Calpine TSA.

### *EOG and Conoco Amendments*

With the amendments to Agreement Nos. FT3HT000-FT1EPNG (EOG) and 615904-FT1EPNG (Conoco), the TSAs will be extended and will no longer be subject to negotiated reservation rates. Instead, the amended TSAs will be subject to the applicable maximum tariff rates beginning on February 1, 2025. Consequently, EPNG is proposing to remove the information for the EOG and Conoco TSAs from its Tariff.

### **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission's regulations.<sup>3</sup>

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 two non-conforming TSAs from the applicable lists consistent with the updates described below.<sup>4</sup>

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 reflects the removal of the EOG and Conoco TSAs, as such TSAs no longer warrant inclusion in EPNG's Tariff.<sup>5</sup> In a related manner, Part II, Sections 5.7 and 5.12 reflect the removal of the specific information on the EOG and Conoco negotiated rate TSAs, as such TSAs will be subject to the applicable maximum tariff rates beginning February 1, 2025.

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<sup>2</sup> See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

<sup>3</sup> 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

<sup>4</sup> These two tariff records remain pending before the Commission in Docket No. RP25-301-000. The changes proposed to the tariff records in that proceeding consisted of removing an expiring agreement from the table of contents. Those changes are incorporated in the proposed tariff records. Should the Commission not accept the tariff modifications proposed in the aforementioned proceeding, EPNG will file to modify these tariff records accordingly.

<sup>5</sup> This tariff record remains pending before the Commission in Docket No. RP25-301-000. The changes proposed to this tariff record in that proceeding consisted of including a new negotiated rate agreement 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.

Part II, Section 5.31 includes the updated negotiated rate and terms applicable to the amendment of the Calpine TSA. Specifically, the proposed tariff record reflects the legal name for Calpine, the negotiated rate, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG continues to reflect a statement on the proposed tariff record to note that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

Part VII, Sections 68.0 – 68.3 and 70.0 – 70.3 reflect the removal of two non-conforming Rate Schedule FT-2 TSAs that will expire on January 31, 2025.<sup>6</sup>

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>7</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on February 1, 2025, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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<sup>6</sup> The currently effective TSAs with the Village of Corona, NM and the Town of Mountainair, NM (as represented by these tariff records) will expire on January 31, 2025 and new replacement agreements for these shippers will commence on February 1, 2025. 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 two expiring Rate Schedule FT-2 TSAs from its Tariff.

<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

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)).

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 20<sup>th</sup> day of December 2024.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.  
Negotiated Rate Agreements FilingThird Revised Volume No. 1APart I: Overview

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**Clean Tariff Section(s)**

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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 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 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  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Sterling City, Texas #982T  
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  
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Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
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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  
Mex Gas Supply, S.L. FT-1 Agreement #620798-FT1EPNG  
Mex Gas Supply, S.L. FT-1 Agreement #620796-FT1EPNG  
Mex Gas Supply, S.L. FT-1 Agreement #620797-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  
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  
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**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  
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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  
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**Third Revised Volume No. 2**

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

Rate Schedules

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

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Reserved

Reserved

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate 2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)	
Calpine Energy Services #617113-FT1EPNG 4/	2/1/25 – 3/31/35	40,000	February 2025 - 2035	1a/	1/	300714 BLANCO	314604 DPG&ETOP
		40,000	March 2025 - 2035				
		40,000	November 2025 - 2034				
		40,000	December 2025 - 2034				
		36,267	January 2026 - 2035				
	2/1/25 – 3/31/35		1a/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)	
					43886 IRYGULCH 42235 LOVE RANCH 40237 GREASEWOOD 41781 DARK CANYON	41781 DARKCANYON 42223 YELLOW JKT 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 43886 IRYGULCH	
					All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time	

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 \$13.6875 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter’s capacity on TransColorado Gas Transmission Company LLC’s pipeline system pursuant to Section 4.9 of the GT&C of Transporter’s Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.



- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.  
ACA:  
  
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

NON-CONFORMING AGREEMENTS

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Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
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Reserved

Reserved

Reserved

Reserved



Reserved

Reserved

Reserved

Reserved

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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	Reserved
Section 67	Village of Corona, NM Letter Agreement
Section 68	<del>Village of Corona, NM #FX229000</del> Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	<del>Town of Mountainair, NM #FX228000</del> Reserved
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	Reserved
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

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

Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	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

**List of Non-Conforming Agreements**

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

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

Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG  
Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
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  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Sterling City, Texas #982T  
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. FT-1 Agreement #620798-FT1EPNG  
Mex Gas Supply, S.L. FT-1 Agreement #620796-FT1EPNG  
Mex Gas Supply, S.L. FT-1 Agreement #620797-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  
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	ConocoPhillips Company #620980-FT1EPNG
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	<del>EOG Resources, Inc. #FT3HT000-FT1EPNG</del> Reserved
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	<del>ConocoPhillips Company #615904-FT1EPNG</del> Reserved
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	TCB (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc. #FT3HT000-FT1EPNG	4/1/22 - 1/31/24	8,000 December - February 10,000 March - June 10,000 September - November	1a/ 8,000 July - August	1/	IZORRO	IAGUABLA

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 and which shall be payable regardless of quantities transported.

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

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

ACA:

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT-1	Term of	TCD	Reservation	Usage	Primary Receipt	Primary Delivery	
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate 2/3/	Point(s)	Point(s)	
ConocoPhillips Company	2/1/22 1/31/25 #615904 FT1EPNG 4/	7,836	January	1a/	1/	302132 KEYSTONE	332503 DSCALTOP
					7,922	February	
					7,716	March	
					7,677	April	
					7,455	May	
					7,327	June	
					7,398	July	
					7,373	August	
					7,518	September	
					7,643	October	
					8,232	November	
					7,857	December	
	2/1/22 1/31/25	2,164	January	1a/	1/	302248 PLAINS	332503 DSCALTOP
					2,078	February	
					2,284	March	
					2,323	April	
					2,545	May	
					2,673	June	
					2,602	July	
					2,627	August	
					2,482	September	
					2,357	October	
					1,768	November	
					2,143	December	
				Alternate Receipt	Alternate Delivery		
			1a/	1/	Point(s)	Point(s)	
					302344 STML ANA	301016 DSCALEHR	
					302346 STML PER	301693 INORBAJA	
					302347 STML SJN	314604 DPG&ETOP	
					43886 IRYGULCH	332503 DSCALTOP	

<del>42235 IRXLVRCH</del>	<del>314991 ICPSOUTH</del>
<del>36100 IGRSWDQP</del>	<del>332554 KRAMER</del>
<del>40237 IEXMBGRS</del>	<del>332531 SOCWR</del>
<del>41781 IDRKCNGR</del>	<del>320614 IGRIFETH</del>
<del>332569 DAGMOJ</del>	<del>301881 ITCOLBLA</del>
	<del>300716 BLANTRAN</del>
	<del>300726 BONDTRAN</del>
	<del>41781 IDRKCNGR</del>
	<del>42223 DYELJKPS</del>
	<del>42235 IRXLVRCH</del>
	<del>40379 DAHRCNYN</del>
	<del>36106 ITWBLANCO</del>
	<del>332569 DAGMOJ</del>

~~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 \$10.1653 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	—Reservation Rate 1/	Usage Rate 2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)
Calpine Energy Services	2/1/225 – 3/31/325 314604 DPG&ETOP		<del>5,42840,000</del>	February 2025 - 20352	1a/	1/ 300714 BLANCO
#617113-FT1EPNG 4/		40,000	March	<del>2022, 2023, 2024</del> 2025 - 2035		
		40,000	November	<del>2022, 2023, 2024</del> 2025 - 2034		
		40,000	December	<del>2022, 2023, 2024</del> 2025 - 2034		
		36,267	January	<del>2023, 2024, 2025</del> 2026 - 2035		
		<del>40,000</del>	February	<del>2023 and 2024</del>		
<u>Delivery</u>	<u>2/1/25 – 3/31/35</u>		1a/	1/	<u>Primary and Alternate Receipt</u> <u>Receipt Point(s)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s)</u>
<u>DARKCANYON 301016 DSCALEHR</u>					<u>43886 IRYGULCH 302344 STML ANA</u>	<u>41781</u>
<u>RANCH 314604 DPG&amp;ETOP</u>					<u>42235 LOVE RANCH 302346 STML PER</u>	<u>42223 YELLOW JKT</u>
<u>CANYON 332503 DSCALTOP</u>					<u>301693 INORBAJA</u>	
<u>TW BLANCO</u>					<u>40237 GREASEWOOD 302347 STML SJN</u>	<u>42235 LOVE</u>
<u>SOCWR</u>					<u>41781 DARK CANYON 43886 IRYGULCH</u>	<u>40379 HARE</u>
					<u>42235 LOVE RANCH</u>	<u>332554 KRAMER 36106</u>
					<u>40237 GREASEWOOD</u>	<u>43886 IRYGULCH 332531</u>
					<u>41781 DARK CANYON 320614 IGRIFFTH</u>	
					<u>All Receipt Points as they</u>	<u>All Delivery Points as they</u>
					<u>may change from time to</u>	<u>may change from time to</u>
					<u>time, excluding those</u>	<u>time, excluding those</u>
					<u>requiring incremental rates</u>	<u>requiring incremental rates</u>
					<u>(e.g., Willcox Lateral</u>	<u>(e.g., Willcox Lateral</u>
					<u>Receipt Points) or Third</u>	<u>Delivery Points) or Third</u>
					<u>Party Charges pursuant</u>	<u>Party Charges pursuant</u>
					<u>to GT&amp;C Section 4.9</u>	<u>to GT&amp;C Section 4.9</u>
					<u>of Transporter’s Tariff as</u>	<u>of Transporter’s Tariff as</u>
					<u>that provision may move</u>	<u>that provision may move</u>

<del>or change from time to time 332569 DAGMOJ</del>	<del>or</del>	<del>change</del>
<del>from time to time</del>	<del>301881</del>	<del>ITCOLBLA</del>
<hr/>		
		300716
<hr/>		
BLANTRAN		
<hr/>		
		300726
<hr/>		
BONDTRAN		
<hr/>		
		41781
<hr/>		
DARKCANYON		
42223 YELLOW JKT PASS		
<hr/>		
		42235
<hr/>		
RANCH		
<hr/>		
		40379
<hr/>		
HARE CANYON		
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		36106
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BLANCO		
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		332569
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DAGMOJ		

- 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 \$13.6875 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0077 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.



ACA:

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

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

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. #620798-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #620796-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. #620797-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	Reserved
Section 67	Village of Corona, NM Letter Agreement
Section 68	<del>Village of Corona, NM #FX229000</del> Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	<del>Town of Mountainair, NM #FX228000</del> Reserved
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	Reserved
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

**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 February, 2015, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and CORONA, NEW MEXICO, VILLAGE OF, 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 Torrance County, New Mexico; 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 New Mexico, 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.~~

~~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, 2015, Shipper shall pay a one-part volumetric discounted rate of \$0.3489 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, 2016 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:~~

<del>YEAR</del>	<del>RATE</del>
<del>2016</del>	<del>\$0.3524</del>



~~2017 — \$0.3559~~

~~2018 — \$0.3595~~

~~2019 — \$0.3631~~

~~2020 — \$0.3667~~

~~2021 — \$0.3704~~

~~2022 — \$0.3741~~

~~2023 — \$0.3778~~

~~2024 — \$0.3816~~

~~2025 — \$0.3854~~

~~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.~~

## 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) February 1, 2015. 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. 9829 originally dated August 8, 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~~

**Shipper:** — Corona, New Mexico, Village of  
— Post Office Box 37  
— Corona, NM 88318  
— Attention: Terri Racher

~~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.

~~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:~~ ~~CORONA, NEW MEXICO, VILLAGE OF~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

Reserved

**EXHIBIT A**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and CORONA, NEW MEXICO, VILLAGE OF**

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

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

~~A. Effective Date of this Exhibit A: February 1, 2015.~~

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

~~CORONA, NEW MEXICO, VILLAGE OF EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
Will W. Brown  
Director of Marketing

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

Reserved



**EXHIBIT B**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and CORONA, NEW MEXICO, VILLAGE OF**

<b>Delivery Point(s)</b>	<b>Maximum Delivery Quantity (Dth/d)</b>
<del>14545 - DCOROSJX</del>	

~~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: February 1, 2015.**~~

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

~~**CORONA, NEW MEXICO, VILLAGE OF EL PASO NATURAL GAS COMPANY, L.L.C.**~~

~~By \_\_\_\_\_ By \_\_\_\_\_  
Will W. Brown  
Director of Marketing~~

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

Reserved

**EXHIBIT C**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and CORONA, NEW MEXICO, VILLAGE OF**

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

— <b>Section of</b>
<b>General Terms</b>
<b>and Conditions</b> _____ <b>Substitute Provision</b> _____

(NOT APPLICABLE)

**A. Effective Date of this Exhibit C:** \_\_\_\_\_ **X X X X X** \_\_\_\_\_

**B. Supersedes Exhibit C Effective:** \_\_\_\_\_ **X X X X X** \_\_\_\_\_

**CORONA, NEW MEXICO, VILLAGE OF** \_\_\_\_\_ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By \_\_\_\_\_ **X X X X X** \_\_\_\_\_ By \_\_\_\_\_ **X X X X X** \_\_\_\_\_

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

Reserved

**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 February, 2015, by and between **EL PASO NATURAL GAS COMPANY, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "El Paso," and **TOWN OF MOUNTAINAIR, NEW MEXICO**, 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 Torrance County, New Mexico; 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 New Mexico, 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.~~

~~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, 2015, Shipper shall pay a one-part volumetric discounted rate of \$0.3489 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, 2016 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>
<del>2016</del>	<del>\$0.3524</del>

~~2017 — \$0.3559~~

~~2018 — \$0.3595~~

~~2019 — \$0.3631~~

~~2020 — \$0.3667~~

~~2021 — \$0.3704~~

~~2022 — \$0.3741~~

~~2023 — \$0.3778~~

~~2024 — \$0.3816~~

~~2025 — \$0.3854~~

~~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.~~

## 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) February 1, 2015. 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. 983K originally dated August 8, 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~~

~~Shipper: Town of Mountainair, New Mexico  
105 East Broadway  
Post Office Box 115  
Mountainair, NM 87036  
Attention: Town Clerk~~

~~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.~~

~~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:** \_\_\_\_\_ **TOWN OF MOUNTAINAIR, NEW MEXICO**

By \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

Reserved



**EXHIBIT A**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and TOWN OF MOUNTAINAIR, NEW MEXICO**

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

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

~~A. Effective Date of this Exhibit A: February 1, 2015.~~

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

~~TOWN OF MOUNTAINAIR, NEW MEXICO EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
Will W. Brown  
Director of Marketing

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

Reserved

**EXHIBIT B**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and TOWN OF MOUNTAINAIR, NEW MEXICO**

<b>Delivery Point(s)</b>	<b>Maximum Delivery Quantity (Dth/d)</b>
14658 - DMTNASJX	

~~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: February 1, 2015.~~

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

~~TOWN OF MOUNTAINAIR, NEW MEXICO \_\_\_\_\_ EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Will W. Brown  
Director of Marketing

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

Reserved

**EXHIBIT C**

**To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and TOWN OF MOUNTAINAIR, NEW MEXICO**

~~\_\_\_\_\_~~ 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** \_\_\_\_\_

**TOWN OF MOUNTAINAIR, NEW MEXICO** \_\_\_\_\_ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By \_\_\_\_\_ **X X X X X** \_\_\_\_\_ By \_\_\_\_\_ **X X X X X** \_\_\_\_\_

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

Reserved