



February 28, 2025

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

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

Re: Non-Conforming and 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.

Proposed with an effective date of April 1, 2025, these tariff records are updated in EPNG's Tariff to reflect the following: 1) a new negotiated rate transportation service agreement ("TSA"), 2) a new non-conforming TSA, 3) an amendment to an existing negotiated rate TSA, and 4) an amendment to an existing non-conforming TSA. Moreover, several records related to non-conforming TSAs are removed from EPNG's Tariff with this filing as a result of their expiration or an amendment to the underlying TSA that warrants their removal.

Reason for Filing

Recently, EPNG and various parties have executed either new TSAs or amendments to existing TSAs that require review by the Commission. As described below, this review is necessitated by the modification of language in the TSAs from a certain provision in EPNG's form of service agreement for Rate Schedule FT-1 ("Pro Forma") or by the inclusion of negotiated reservation rates.

Negotiated Rate Agreements

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 a new negotiated rate TSA with Pacific Gas & Electric Company ("PG&E") and an amendment to an existing negotiated rate TSA with CFE International LLC ("CFE").

PG&E Negotiated Rate TSA

Currently, Agreement Nos. 618224-FT1EPNG and 618226-FT1EPNG between EPNG and PG&E are subject to the maximum tariff rates and reflect terms that expire on March 31, 2025. Agreement Nos. 618224-FT1EPNG and 618226-FT1EPNG provide only winter capacity (i.e., November through March) with transportation contract demands (“TCD”) of 14,000 dekatherms (“Dth”) per day and 92,000 Dth per day, respectively. Recently, EPNG and PG&E entered into negotiations regarding the existing agreements and those negotiations resulted in the execution of a new TSA (i.e., Agreement No. 621240-FT1EPNG). With a term that begins on April 1, 2025 and continues through March 31, 2035, PG&E’s new TSA includes all of the winter capacity from its existing TSAs (i.e., 106,000 Dth per day).

The new PG&E TSA reflects negotiated reservation rates that apply to certain time periods during the term of service and the inclusion of a contractual right-of-first-refusal. The alternate receipt and delivery point combinations shown in the TSA are subject to the new negotiated reservation rates for the same time periods identified for the primary points. Moreover, in the event PG&E redesignates primary point rights in accordance with EPNG’s Tariff, PG&E will pay a negotiated reservation rate equal to the higher of the underlying negotiated reservation rate for the corresponding time period or the applicable maximum reservation rate for the redesignated points.

CFE Negotiated Rate Amendment

The amendment to CFE’s Agreement No. 615955-FT1EPNG reflects a ten-year term extension of the underlying TCD of 95,000 Dth per day. Additionally, the amended TSA includes a new fixed negotiated reservation rate of \$12.1667 per Dth per month and such rate will also apply to the alternate points included in the 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.¹ In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms of the PG&E and CFE TSAs.

¹ 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).

Non-Conforming Agreements

Mieco Non-Conforming Amendment

EPNG's Tariff includes Agreement No. 620799-FT1EPNG, a non-conforming agreement subject to the maximum reservation rate for EPNG and an additional discounted reservation rate for off-system capacity under Section 4.9 of the GT&C of EPNG's Tariff.² The non-conforming rate provision included in this agreement specifies the discounted reservation rate charges relate to EPNG's off-system capacity pursuant to Section 4.9 of the GT&C³ (as well as Section 4.17 of the GT&C).⁴

Recently, EPNG and Mieco agreed to amend Agreement No. 620799-FT1EPNG to extend the underlying capacity and include additional available capacity for a combined TCD of 65,515 Dth per day to begin on April 1, 2025 and continue through March 31, 2026 ("Mieco Amendment"). The Mieco Amendment reflects the same underlying rate and non-conforming rate provision that was previously reviewed and accepted by the Commission.⁵ As the non-conforming rate provision has not changed with this amendment, EPNG has not included a detailed description of such provision in this instant filing.

DRW Non-Conforming TSA

Section 4.17 of the GT&C of the Tariff allows EPNG and a shipper to agree to a discounted rate for any and all service applicable to any individual TSA between the minimum and maximum rates applicable to the underlying service. Recently, EPNG executed a new TSA with DRW (i.e., Agreement No. 621360-FT1EPNG) as a result of an open season award. The DRW TSA reflects a term beginning April 1, 2025 and continuing through March 31, 2026 for a TCD of 25,000 Dth per day. Similar to the Mieco Amendment, the contract rate for the capacity is the maximum reservation rate for EPNG and an additional discounted reservation rate for its off-system capacity under Section 4.9 of the GT&C of EPNG's Tariff.⁶

² EPNG acquired off-system capacity from TransColorado pursuant to Section 4.9 of the GT&C of EPNG's Tariff ("Off-System Capacity"). This Off-System Capacity includes TransColorado points that are identified in the Mieco Amendment as the primary receipt point or certain alternate points. Additionally, Section 4.9 of the GT&C provides for the assessment of third-party charges associated with off-system capacity.

³ The discounted reservation rate related to the off-system capacity is subject to TransColorado's minimum and maximum rates in accordance with Section 4.9 of the GT&C.

⁴ See Appendix B for a marked copy of the Mieco Amendment reflecting changes from the Pro Forma.

⁵ *El Paso Natural Gas Co.*, Docket No. RP24-1100-000 (Oct. 23, 2024) (unpublished letter order).

⁶ EPNG's Off-System Capacity includes TransColorado points that are identified in the DRW TSA as the primary receipt point or certain alternate points. Section 4.9 of the GT&C provides for the assessment of third-party charges associated with off-system capacity.

As noted earlier, EPNG's Pro Forma provides for the inclusion of rate notes to specify discounted rates. The DRW TSA reflects the applicable discounted reservation rate in Note 1a of Exhibit B. The rate language shown in Note 1a, however, is modified to make clear that the discounted reservation rate charges are related to the off-system capacity pursuant to Section 4.9 of the GT&C⁷ (as well as Section 4.17 of the GT&C) and not related to the rates for EPNG's system capacity.⁸ Although non-conforming, the rate provision shown in Note 1a is consistent with the intent of the DRW TSA and merely provides clarity on the applicable reservation rate. Therefore, EPNG requests the Commission accept this non-conforming rate provision as it does not provide any undue preference to DRW.

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.⁹

The Table of Contents found in Part I, Section 1 and the index page for Part VII: Non-Conforming are updated to include a reference to DRW's Agreement No. 621360-FT1EPNG on the applicable list. Additionally, EPNG is proposing to remove from the lists eight non-conforming TSAs that will either expire on February 28, 2025 or are restated by amendments that will commence on April 1, 2025.

The index page for Negotiated Rate Agreements found on Part II, Section 5.0¹⁰ is updated to list the PG&E TSA.

Part II, Sections 5.11 and 5.12 reflect the negotiated rates and terms applicable to the CFE TSA and the PG&E TSA, respectively. Specifically, the proposed tariff records each include the legal name of the shipper, the negotiated rates, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement conforms in all material respects with EPNG's Pro Forma.

Part VII, Sections 5.0 through 5.2 are updated to include a copy of DRW's TSA.

⁷ The discounted reservation rate related to the Off-System Capacity is subject to TransColorado's minimum and maximum rates in accordance with Section 4.9 of the GT&C.

⁸ See Appendix B for a marked copy of the DRW TSA reflecting changes from the Pro Forma.

⁹ 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

¹⁰ This tariff record remains pending before the Commission in Docket No. RP25-611-000. The changes proposed in that proceeding consisted of listing a new negotiated rate agreement on the Statement of Negotiated Rates index. That change is incorporated in the proposed tariff record. Should the Commission not accept the tariff modification proposed in the aforementioned proceeding, EPNG will file to modify the subject tariff record accordingly.

Part VII, Sections 10.0 through 10.2 are updated to reflect the terms of Mico's Amendment.

Part VII, Sections 72.0 - 72.3, 74.0 - 74.3, 99.0 - 99.2, 101.0 - 101.2, 103.0 - 106.2 reflect the removal of eight non-conforming TSAs. Two of the eight TSAs represented by these tariff records are for Rate Schedule FT-2 TSAs with the City of Lordsburg, New Mexico and E.M.W. Gas Association that will expire on February 28, 2025.¹¹ The other tariff records represent six TSAs that were recently amended such that they are subject to EPNG's maximum tariff rate and no longer non-conforming beginning on April 1, 2025.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹² 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;
- c) Appendix B, a marked version of the Mico Amendment and DRW TSA reflecting changes from the Pro Forma;
- d) Appendix C, executed copies of the Mico Amendment and DRW TSA; and
- e) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 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.

¹¹ New replacement agreements for these shippers will commence on March 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.

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

Correspondence and communications concerning this filing should be directed to:

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

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (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 28th day of February 2025.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming and Negotiated Rate Agreements Filing

Third Revised Volume No. 1A

Part I: Overview

Section 1.0 Table of Contents Version 103.0.0

Part II: Statement of Rates

Section 5.0 Statement of Negotiated Rates Version 61.0.0

Section 5.11 CFE International LLC #615955-FT1EPNG Version 2.0.0

Section 5.12 Pacific Gas & Electric Co. #621240-FT1EPNG Version 4.0.0

Part VII: Non-Conforming Agreements (index)

Version 101.0.0

Section 5.0 DRW Energy Trading LLC #621360-FT1EPNG Version 6.0.0

Section 5.1 DRW Energy Trading #621360-FT1EPNG Exh A Version 6.0.0

Section 5.2 DRW Energy Trading #621360-FT1EPNG Exh B Version 6.0.0

Section 10.0 Mioco LLC #620799-FT1EPNG Version 10.0.0

Section 10.1 Mioco LLC #620799-FT1EPNG Exhibit A Version 10.0.0

Section 10.2 Mioco LLC #620799-FT1EPNG Exhibit B Version 5.0.0

Section 72.0 Reserved Version 1.0.0

Section 72.1 Reserved Version 1.0.0

Section 72.2 Reserved Version 1.0.0

Section 72.3 Reserved Version 1.0.0

Section 74.0 Reserved Version 1.0.0

Section 74.1 Reserved Version 1.0.0

Section 74.2 Reserved Version 1.0.0

Section 74.3 Reserved Version 1.0.0

Section 99.0 Reserved Version 2.0.0

Section 99.1 Reserved Version 2.0.0

Section 99.2 Reserved Version 2.0.0

Section 101.0 Reserved Version 2.0.0

Section 101.1 Reserved Version 2.0.0

Section 101.2 Reserved Version 2.0.0

Section 103.0 Reserved Version 2.0.0

Section 103.1 Reserved Version 2.0.0

Section 103.2 Reserved Version 2.0.0

Section 104.0 Reserved Version 2.0.0

Section 104.1 Reserved Version 2.0.0

Section 104.2 Reserved Version 2.0.0

Section 105.0 Reserved Version 2.0.0

Section 105.1 Reserved Version 2.0.0

Section 105.2 Reserved Version 2.0.0

Section 106.0 Reserved Version 2.0.0

Section 106.1 Reserved Version 2.0.0

Section 106.2 Reserved Version 2.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: February 5, 2025

Transportation Service Agreement
Rate Schedule FT-1

Dated: February 5, 2025

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:** MIECO 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.
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 X

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

**TCD
(Dth/d)**

Time Period

65,212

April 1, 2025 - March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024
Ending: March 31, 2026

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

To Shipper:

MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

13. **Effect on Prior Agreement(s):** This Agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 620799-FT1EPNG, originally dated August 6, 2024.

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.

MIECO LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2025.

_____ day of _____, 2025.

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

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

Dated: February 5, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2025 - March 31, 2026

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		
TRANSPORTATION CONTRACT DEMAND					65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		

Notes:

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

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: February 5, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	April 1, 2025 – March 31, 2026	1/ 1a/				

**EXHIBIT B
(CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
302347 STML SJN	301881 ITCOLBLA						
302344 STML ANA	41781 DARK CANYON						
302346 STML PER	42223 YELLOW JACKET PASS						
43886 RYAN GULCH	42235 LOVE RANCH						
42235 LOVE RANCH	40379 HARE CANYON						
40237 GREASEWOOD	36106 TRANSWESTERN	April 1, 2025 –					
332569 DAGMOJ	BLANCO	March 31, 2026	1/ 1a/				
301016 DSCALEHR	332569 DAGMOJ						
301693 INORBAJA	314513 ICANUTE						
332503 DSCALTOP	334834 IREDBULL						
314604 DPG&ETOP	305421 INNDUMAS						
36106 TW BLANCO	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported. ~~The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.~~
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

DRW ENERGY TRADING LLC

(Shipper)

Dated: February 19, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 19, 2025

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: DRW ENERGY TRADING 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.
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 X

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

TCD (Dth/d)	Time Period
25,000	April 1, 2025 - March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: April 1, 2025
Ending: March 31, 2026

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

To Shipper:
DRW ENERGY TRADING LLC
1500 Post Oak
Suite 1625
Houston, TX 77056
Attn: Michelle Schulte

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.

DRW ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2025.

_____ day of _____, 2025.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
DRW ENERGY TRADING LLC
 (Shipper)

Dated: February 19, 2025

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		
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
TRANSPORTATION CONTRACT DEMAND					25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		

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.

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
DRW ENERGY TRADING LLC
 (Shipper)

Dated: February 19, 2025

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

**EXHIBIT B
(CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
	42223 YELLOW JACKET PASS						
	42235 LOVE RANCH						
	40379 HARE CANYON						
302347 STML SJN	36106 TRANSWESTERN	See ¶11		1/ 1a/			
302344 STML ANA	BLANCO						
302346 STML PER	332569 DAGMOJ						
43886 RYAN GULCH	314513 ICANUTE						
42235 LOVE RANCH	334834 IREDBULL						
40237 GREASEWOOD	305421 INNDUMAS						
332569 DAGMOJ	301360 IBIGBLUE						
301016 DSCALEHR	54316 DPHPWAHA						
301693 INORBAJA	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$0.7604 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported. ~~The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.~~
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: February 5, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 5, 2025

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: MIECO 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.

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 X

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

**TCD
(Dth/d)**

Time Period

65,212

April 1, 2025 - March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024
Ending: March 31, 2026

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

To Shipper:

MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

13. **Effect on Prior Agreement(s):** This Agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 620799-FT1EPNG, originally dated August 6, 2024.

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.

MIECO LLC

DANIEL J. TYGRET

Ana Hernandez

DIRECTOR-COMMERCIAL

Trader

Accepted and agreed to this

Accepted and agreed to this

10 February
_____ day of _____, 2025.

7 February
_____ day of _____, 2025.

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

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

Dated: February 5, 2025

Shipper's Transportation Contract Demand: See ¶110
 Effective Dates: April 1, 2025 - March 31, 2026

		Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not greater than 2/			
Primary Receipt PIN Name	Rec PJN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NIN3	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	
TRANSPORTATION CONTRACT DEMAND					65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	

Notes:

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

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: February 5, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	April 1, 2025 – March 31, 2026	1/ 1a/				

**EXHIBIT B
(CONT.)**

Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
302347 STML SJN	41781 DARK CANYON						
302344 STML ANA	42223 YELLOW JACKET PASS						
302346 STML PER	42235 LOVE RANCH						
43886 RYAN GULCH	40379 HARE CANYON						
42235 LOVE RANCH	36106 TRANSWESTERN	April 1, 2025 –					
40237 GREASEWOOD	BLANCO	March 31, 2026	1/ 1a/				
332569 DAGMOJ	332569 DAGMOJ						
301016 DSCALEHR	314513 ICANUTE						
301693 INORBAJA	334834 IREDBULL						
332503 DSCALTOP	305421 INNDUMAS						
314604 DPG&ETOP	301360 IBIGBLUE						
36106 TW BLANCO	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

DRW ENERGY TRADING LLC

(Shipper)

Dated: February 19, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 19, 2025

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: DRW ENERGY TRADING 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.
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 X

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

TCD (Dth/d)	Time Period
25,000	April 1, 2025 - March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: April 1, 2025
Ending: March 31, 2026

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

To Shipper:
DRW ENERGY TRADING LLC
1500 Post Oak
Suite 1625
Houston, TX 77056
Attn: Michelle Schulte

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.

DRW ENERGY TRADING LLC

DANIEL J TYGRET

Karen Glenny

DIRECTOR-COMMERCIAL

Natural Gas Scheduling Manager

Accepted and agreed to this

Accepted and agreed to this

27 February
_____ day of _____, 2025.

27 February
_____ day of _____, 2025.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
DRW ENERGY TRADING LLC
 (Shipper)

Dated: February 19, 2025

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		
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
TRANSPORTATION CONTRACT DEMAND					25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		

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.

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
DRW ENERGY TRADING LLC
 (Shipper)

Dated: February 19, 2025

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

**EXHIBIT B
(CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
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	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
	42223 YELLOW JACKET PASS						
	42235 LOVE RANCH						
	40379 HARE CANYON						
302347 STML SJN	36106 TRANSWESTERN	See ¶11		1/ 1a/			
302344 STML ANA	BLANCO						
302346 STML PER	332569 DAGMOJ						
43886 RYAN GULCH	314513 ICANUTE						
42235 LOVE RANCH	334834 IREDBULL						
40237 GREASEWOOD	305421 INNDUMAS						
332569 DAGMOJ	301360 IBIGBLUE						
301016 DSCALEHR	54316 DPHPWAHA						
301693 INORBAJA	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$0.7604 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Clean Tariff Section(s)

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Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
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Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
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Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

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

Part VI: Graphical Illustrations

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

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	DRW Energy Trading LLC #621360-FT1EPNG
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	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, Inc. #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #620796-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #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

Part VII: Non-Conforming Agreements (Continued)

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	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	Reserved
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	Reserved
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	Reserved
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Reserved
Section 102	Reserved
Section 103	Reserved
Section 104	Reserved
Section 105	Reserved
Section 106	Reserved
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)

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, 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
DRW Energy Trading LLC FT-1 Agreement #621360-FT1EPNG
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 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
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997MGI 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
Mioco 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

List of Non-Conforming Agreements (Continued)

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
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG
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

List of Non-Conforming Negotiated Rate Agreements (continued)

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
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	Arizona Electric Power Cooperative, Inc. #621337-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	Pacific Gas & Electric Company (Core Gas Supply) #621240-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 Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CFE International LLC #615955-FT1EPNG	4/1/25 – 3/31/35	95,000	1a/	1/	WAHA (302404)	IWILCOXD (302080)
			1a/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
					STML ANA (302344) STML PER (302346) STML SJN (302347)	All Delivery Points in the Arizona, New Mexico, and Texas delivery zones except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

- 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 \$12.1667 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
 ACA:
 The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/ 1a/, 1b/, 1c/, 1d/	Usage Rate 1/, 2/, 3/	Primary Receipt Point(s)	Primary Delivery Point(s)
Pacific Gas & Electric Co. (Core Gas Supply) #621240-FT1EPNG 4/	4/1/25 – 3/31/35	106,000	November - March (Winter only)	1a/, 1b/, 1c/	WAHA (302404)	314604 DPG&ETOP
				1a/, 1b/, 1c/	Primary and Alternate <u>Receipt Point(s)</u> 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	Primary and Alternate <u>Delivery Point(s)</u> 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 \$9.5661 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 shall be applicable during the time period of April 1, 2025 through March 31, 2029 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.5796 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 shall be applicable during the time period of April 1, 2029 through March 31, 2032 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 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 shall be applicable during the time period of April 1, 2032 through March 31, 2035 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.
- 1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate applicable to the corresponding time period, as stated in the notes in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

- 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	DRW Energy Trading LLC #621360-FT1EPNG
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	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	Reserved
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	Reserved
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
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Section 105	Reserved
Section 106	Reserved
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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
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Section 118	ETC Marketing, Ltd. #617729-FT1EPNG
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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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 19, 2025

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:** DRW ENERGY TRADING 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.
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 X

Agreement No. 621360-FT1EPNG

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

TCD (Dth/d)	Time Period
25,000	April 1, 2025 - March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: April 1, 2025
Ending: March 31, 2026

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

To Shipper:
DRW ENERGY TRADING LLC
1500 Post Oak
Suite 1625
Houston, TX 77056
Attn: Michelle Schulte

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.

DRW ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2025.

_____ day of _____, 2025.

Agreement No. 621360-FT1EPNG

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

Dated: February 19, 2025

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			
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
TRANSPORTATION CONTRACT DEMAND					25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		

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. 621360-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

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

Agreement No. 621360-FT1EPNG

**EXHIBIT B
 (CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
302347 STML SJN	42223 YELLOW JACKET PASS						
302344 STML ANA	42235 LOVE RANCH						
302346 STML PER	40379 HARE CANYON						
43886 RYAN GULCH	36106 TRANSWESTERN	See ¶11		1/ 1a/			
42235 LOVE RANCH	BLANCO						
40237 GREASEWOOD	332569 DAGMOJ						
332569 DAGMOJ	314513 ICANUTE						
301016 DSCALEHR	334834 IREDBULL						
301693 INORBAJA	305421 INNDUMAS						
	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

Agreement No. 621360-FT1EPNG

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$0.7604 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: February 5, 2025

Transportation Service Agreement
Rate Schedule FT-1

Dated: February 5, 2025

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: MIECO 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.
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 X

Agreement No. 620799-FT1EPNG

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

TCD (Dth/d)	Time Period
65,212	April 1, 2025 – March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024
Ending: March 31, 2026

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

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

13. **Effect on Prior Agreement(s):** This Agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 620799-FT1EPNG, originally dated August 6, 2024.

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.

MIECO LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2025.

_____ day of _____, 2025.

Agreement No. 620799-FT1EPNG

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

Dated: February 5, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2025 – March 31, 2026

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			
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		
TRANSPORTATION CONTRACT DEMAND					65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		

Notes:

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

Agreement No. 620799-FT1EPNG

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

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

Dated: February 5, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	April 1, 2025 – March 31, 2026		1/ 1a/			

Agreement No. 620799-FT1EPNG

**EXHIBIT B
 (CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
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302346 STML PER	PASS						
43886 RYAN GULCH	42235 LOVE RANCH						
42235 LOVE RANCH	40379 HARE CANYON						
40237 GREASEWOOD	36106 TRANSWESTERN	April 1, 2025 – March 31, 2026		1/ 1a/			
332569 DAGMOJ	BLANCO						
301016 DSCALEHR	332569 DAGMOJ						
301693 INORBAJA	314513 ICANUTE						
332503 DSCALTOP	334834 IREDBULL						
314604 DPG&ETOP	305421 INNDUMAS						
36106 TW BLANCO	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

Agreement No. 620799-FT1EPNG

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Reserved

Reserved

Reserved

Reserved

Reserved

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Reserved

Reserved

Marked Tariff Section(s)

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Part VII: Non-Conforming Agreements (Continued)

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Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000-FT1EPNG
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Section 17	Arizona Electric Power Cooperative, Inc. #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #620797-FT1EPNG
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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
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Section 37	Tucson Electric Power Company #613296 FT1EPNG
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Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
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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	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000 Reserved
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Section 74	E.M.W. Gas Association # FX22A000 Reserved
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)

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Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000Reserved
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000Reserved
Section 102	Reserved
Section 103	Atmos Energy Corporation #FT3J9000Reserved
Section 104	Atmos Energy Corporation #613502000-FT1EPNGReserved
Section 105	Atmos Energy Corporation #613503000-FT1EPNGReserved
Section 106	Atmos Energy Corporation #613504000-FT1EPNGReserved
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

~~DRW Energy Trading LLC FT-1 Agreement #621360-FT1EPNG~~

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

List of Non-Conforming Agreements (Continued)

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
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

List of Non-Conforming Negotiated Rate Agreements (continued)

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	Arizona Electric Power Cooperative, Inc. #621337-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	<u>Reserved Pacific Gas & Electric Company (Core Gas Supply) #621240-FT1EPNG</u>
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 Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CFE International LLC #615955-FT1EPNG	4/1/21 5 – 3/31/23	95,000	1a/	1/	WAHA (302404)	IWILCOXD (302080)
Delivery			1a/	1/	<u>Primary and Alternate Receipt</u> Receipt Point(s) STML ANA (302344) STML PER (302346) STML SJN (302347)	<u>Primary and Alternate</u> Delivery Point(s) All Delivery Points in the Arizona, New Mexico, and Texas delivery zones except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

- 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 ~~\$9.8854~~12.1667 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
 ACA:
 The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1	Term of	TCD	Reservation	Usage	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate	Point(s)	Point(s)
Pacific Gas & Electric Co. (Core Gas Supply) #621240-FT1EPNG 4/	4/1/25 – 3/31/35	106,000	November - March (Winter only)	1a/, 1b/, 1c/, 1d/	1/, 2/, 3/	WAHA (302404) 314604 DPG&ETOP
				1a/, 1b/, 1c/	1/, 2/, 3/	Primary and Alternate Receipt Point(s) Primary and Alternate Delivery Point(s)
					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 \$9.5661 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 shall be applicable during the time period of April 1, 2025 through March 31, 2029 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.5796 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 shall be applicable during the time period of April 1, 2029 through March 31, 2032 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 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 shall be applicable during the time period of April 1, 2032 through March 31, 2035 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate applicable to the corresponding time period, as stated in the notes in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

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

Reserved

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	Reserved <u>DRW Energy Trading LLC #621360-FT1EPNG</u>
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	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000 Reserved
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000 Reserved
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 Reserved
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000 Reserved
Section 102	Reserved
Section 103	Atmos Energy Corporation #FT3J9000 Reserved
Section 104	Atmos Energy Corporation #613502000-FT1EPNG Reserved
Section 105	Atmos Energy Corporation #613503000-FT1EPNG Reserved
Section 106	Atmos Energy Corporation #613504000-FT1EPNG Reserved
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

Agreement No. 621360-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

DRW ENERGY TRADING LLC

(Shipper)

Dated: February 19, 2025

Reserved

Agreement No. 621360-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 19, 2025

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: DRW ENERGY TRADING 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.
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. 621360-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
25,000	April 1, 2025 - March 31, 2026

11. Term of Firm Transportation Service: Beginning: April 1, 2025
Ending: March 31, 2026

12. Notices, Statements, and Bills:

To Shipper:
DRW ENERGY TRADING LLC
1500 Post Oak
Suite 1625
Houston, TX 77056
Attn: Michelle Schulte

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.

DRW ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

day of _____, 2025.

day of _____, 2025.

Agreement No. 621360-FT1EPNG

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

Dated: February 19, 2025

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

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
					<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>WRH/TRANS COL RYAN GULCH RIO BLANCO</u>	<u>43886</u>	<u>BLANTRAN</u>	<u>300716</u>	<u>NN3</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>		

Notes:

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

Reserved

Ex. A-1

Agreement No. 621360-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

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

Agreement No. 621360-FT1EPNG

EXHIBIT B
(CONT.)

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
	<u>300716 BLANTRAN</u>						
	<u>300726 BONDTRAN</u>						
	<u>300729 BONSTRAN</u>						
	<u>302136 KEYTRAN</u>						
	<u>302407 WAHATRAN</u>						
	<u>301595 IKEYSTOR</u>						
	<u>301016 DSCALEHR</u>						
	<u>301693 INORBAJA</u>						
	<u>314350 INGPLMOR</u>						
	<u>314604 DPG&ETOP</u>						
	<u>332503 DSCALTOP</u>						
	<u>332554 KRAMER</u>						
	<u>332531 SOCWR</u>						
	<u>314347 INWPLBLA</u>						
	<u>301881 ITCOLBLA</u>						
	<u>41781 DARK CANYON</u>						
<u>302347 STML SJN</u>	<u>42223 YELLOW JACKET PASS</u>						
<u>302344 STML ANA</u>	<u>42235 LOVE RANCH</u>						
<u>302346 STML PER</u>	<u>40379 HARE CANYON</u>						
<u>43886 RYAN GULCH</u>	<u>36106 TRANSWESTERN</u>						
<u>42235 LOVE RANCH</u>	<u>BLANCO</u>	<u>See ¶11</u>		<u>1/ 1a/</u>			
<u>40237 GREASEWOOD</u>	<u>332569 DAGMOJ</u>						
<u>332569 DAGMOJ</u>	<u>314513 ICANUTE</u>						
<u>301016 DSCALEHR</u>	<u>334834 IREDBULL</u>						
<u>301693 INORBAJA</u>	<u>305421 INNDUMAS</u>						
	<u>301360 IBIGBLUE</u>						
	<u>54316 DPHPWAHA</u>						
	<u>53626 STERLING</u>						
	<u>53595 BENEDUM</u>						
	<u>53931 WAHA BI-DI ROLLUP</u>						
	<u>301560 IGRAMARI</u>						
	<u>49748 DPECSTRL</u>						
	<u>314430 INN30PLA</u>						
	<u>314442 INNWAHA</u>						
	<u>300705 ANADTRAN</u>						
	<u>50540 IAGUABLA</u>						
	<u>43886 RYAN GULCH</u>						
	<u>302075 IWESTARW</u>						
	<u>301717 IIGNACIO</u>						
	<u>302250 PLNSTRAN</u>						

Agreement No. 621360-FT1EPNG

EXHIBIT B
(CONT.)

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$0.7604 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Reserved

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MIECO LLC
(Shipper)

Dated: ~~August 6~~February 5, 2025~~4~~

Agreement No. 620799-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1

Dated: ~~August 6, 2024~~ February 5, 2025

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: MIECO 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.
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 X

Agreement No. 620799-FT1EPNG

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

TCD (Dth/d)	Time Period
655,212	November 1, 2024 – March 31, 2025 April 1, 2025 – March 31, 2026

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024
Ending: March 31, 2026

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

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

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

13. **Effect on Prior Agreement(s):** N/A. This Agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 620799-FT1EPNG, originally dated August 6, 2024.

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.

MIECO LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2025~~4~~.

_____ day of _____, 2025~~4~~.

Agreement No. 620799-FT1EPNG

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

Dated: ~~August 6, 2024~~ February 5, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: ~~See ¶11 April 1, 2025 – March 31, 2026~~

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			
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	655,212	655,212	655,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		
TRANSPORTATION CONTRACT DEMAND					655,212	655,212	655,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		

Notes:

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

Agreement No. 620799-FT1EPNG

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

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

Dated: ~~August 6, 2024~~ February 5, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11 April 1, 2025 – March 31, 2026	1/ 1a/				

Agreement No. 620799-FT1EPNG

**EXHIBIT B
 (CONT.)**

<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</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
302347 STML SJN	41781 DARK CANYON						
302344 STML ANA	42223 YELLOW JACKET						
302346 STML PER	PASS						
43886 RYAN GULCH	42235 LOVE RANCH						
42235 LOVE RANCH	40379 HARE CANYON						
40237 GREASEWOOD	36106 TRANSWESTERN	<u>See ¶11 April 1, 2025</u>					
332569 DAGMOJ	BLANCO	<u>- March 31, 2026</u>	1/ 1a/				
301016 DSCALEHR	332569 DAGMOJ						
301693 INORBAJA	314513 ICANUTE						
<u>332503 DSCALTOP</u>	334834 IREDBULL						
<u>314604 DPG&ETOP</u>	305421 INNDUMAS						
<u>36106 TW BLANCO</u>	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

Agreement No. 620799-FT1EPNG

**EXHIBIT B
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional 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 and limited by Section 4.9 of the GT&C of 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.

Agreement No. FX22B000

**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 March, 2015, 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 LORDSBURG, 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 Hidalgo, 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.~~

Agreement No. FX22B000

~~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>
2016	\$0.3524

Agreement No. FX22B000

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.~~

Agreement No. FX22B000

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) March 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. 982N 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~~

Agreement No. FX22B000

~~Shipper: _____ City of Lordsburg, New Mexico
_____ 409 W. Wabash Street
_____ Lordsburg, New Mexico 88045
_____ Attention: Patricia de Naranjo~~

~~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~~

Agreement No. FX22B000

~~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: _____ CITY OF LORDSBURG, NEW MEXICO

By _____ By _____

Title _____ Title _____

Reserved

Reserved

Agreement No. FX22B000

EXHIBIT A

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and City of Lordsburg, New Mexico**

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: March 1, 2015.

B. Supersedes Exhibit A Effective: XXXX.

CITY OF LORDSBURG, NEW MEXICO _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX22B000

EXHIBIT B

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and City of Lordsburg, New Mexico**

Delivery Point(s)	Maximum Delivery Quantity (Dth/d)
14446 – DLORDAFT	

— 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: March 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF LORDSBURG, NEW MEXICO _____ EL PASO NATURAL GAS COMPANY, L.L.C.

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX22B000

EXHIBIT C

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and City of Lordsburg, 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: _____ XXXXX _____

B. Supersedes Exhibit C Effective: _____ XXXXX _____

CITY OF LORDSBURG, NEW MEXICO _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ XXXXX _____ By _____ XXXXX _____

Date _____ Date _____

Agreement No. FX22A000

~~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 March, 2015, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and E.M.W. GAS ASSOCIATION, 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.~~

~~Agreement No. FX22A000~~

~~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:~~

YEAR	RATE
2016	\$0.3524

~~Agreement No. FX22A000~~

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.~~

~~Agreement No. FX22A000~~
~~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) March 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. 982K 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~~

~~Agreement No. FX22A000~~

~~Shipper: — E.M.W. Gas Association
416 5th Street
Estancia, New Mexico 87016
Attention: Ronnie Reynolds~~

~~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~~

~~Agreement No. FX22A000~~

~~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: _____ E.M.W. GAS ASSOCIATION~~

~~By _____ By _____~~

~~Title _____ Title _____~~

Reserved

Agreement No. FX22A000

EXHIBIT A

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and E.M.W. GAS ASSOCIATION**

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: March 1, 2015.

B. Supersedes Exhibit A Effective: XXXX.

E.M.W. GAS ASSOCIATION _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ By _____

Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX22A000

EXHIBIT B

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and E.M.W. GAS ASSOCIATION**

Delivery Point(s)	Maximum Delivery Quantity (Dth/d)
125890 — DEMW EMW	

— 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: March 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

E.M.W. GAS ASSOCIATION _____ **EL PASO NATURAL GAS COMPANY, L.L.C.**

By _____ By _____
Will W. Brown
Director of Marketing

Date _____ Date _____

Reserved

Agreement No. FX22A000

EXHIBIT C

**To The
Transportation Service Agreement
Dated March 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and E.M.W. GAS ASSOCIATION**

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

E.M.W. GAS ASSOCIATION _____ **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. H2232000-FH12EPNG~~

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

~~between~~

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

~~and~~

~~Atmos Energy Corporation
(Shipper)~~

~~Dated: September 30, 2021~~

~~Agreement No. H2232000-FH12EPNG~~

~~**Transportation Service Agreement**~~

~~Rate Schedule FT-H~~

~~Dated: September 30, 2021~~

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: ATMOS ENERGY CORPORATION**~~

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

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

5. ~~**Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12".~~

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

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

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

~~Agreement No. H2232000-FH12EPNG~~

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

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

~~9. **Negotiated Rate Agreement:** Yes _____ No X~~

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

_____ TCD _____	_____ Time Period _____
_____ (Dth/d) _____	
_____ 5,000 _____	_____ November - March _____
_____ 2,500 _____	_____ April - October _____

~~11. **Term of Firm Transportation Service:** Beginning: ~~_____ November 1, 2017 _____~~
Ending: ~~_____ March 31, 2025 _____~~~~

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

~~_____ **To Shipper:**~~

~~_____ Atmos Energy Corporation _____
_____ 5430 LBJ Freeway, Suite 5410 _____
_____ Dallas, TX 75240 _____
_____ Attn: Contract Administration _____~~

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

~~13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H2232000-FH12EPNG (formerly designated as H2232000), originally dated November 1, 2017, with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").~~

~~14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.~~

~~Agreement No. H2232000-FH12EPNG~~

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

~~EL PASO NATURAL GAS COMPANY, L.L.C. ATMOS ENERGY CORPORATION~~

By _____	By _____
Name _____	Name _____
Title _____	Title _____

Accepted and agreed to this _____ Accepted and agreed to this _____

_____ day of _____, 2021. _____ day of _____, 2021.

Reserved

Agreement No. H2232000-FH12EPNG

~~EXHIBIT A
 To The
 Hourly Firm Transportation Service Agreement
 Rate Schedule FT-H
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021~~

~~Shipper's Transportation Contract Demand: See ¶10~~

~~Effective Dates: April 1, 2022 - March 31, 2025~~

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity -- D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/	
					Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Decr			
PLAINS	216751	DWSTRDIS	216781	AN1	5,000	5,000	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	5,000	5,000	-	-
TRANSPORTATION CONTRACT DEMAND					5,000	5,000	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	5,000	5,000	-	-

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.

Reserved

Agreement No. H2232000-FH12EPNG

~~EXHIBIT B
 To The
 Hourly Firm Transportation Service Agreement
 Rate Schedule FT-H
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021~~

<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	November 1, 2017 – March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 – March 31, 2025				

Notes:

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

1a/ — The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.

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.~~

Reserved

~~Agreement No. H222Z000-FH12EPNG~~

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

~~between~~

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

~~and~~

~~Atmos Energy Corporation
(Shipper)~~

~~Dated: September 30, 2021~~

~~Agreement No. H222Z000-FH12EPNG~~

~~Transportation Service Agreement~~

~~Rate Schedule FT-H~~

~~Dated: September 30, 2021~~

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:** ATMOS ENERGY CORPORATION~~
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 have the meanings given to them in the Tariff.~~
4. ~~**Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~
5. ~~**Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12".~~

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. ~~**Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.~~

Agreement No. H222Z000-FH12EPNG

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

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

9. ~~**Negotiated Rate Agreement:** Yes _____ No X~~

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

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

~~_____ 2,500 _____ April - October
_____ 5,000 _____ November - March~~

11. ~~**Term of Firm Transportation Service:** _____ Beginning: November 1, 2017
_____ Ending: March 31, 2025~~

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

~~_____ **To Shipper:**~~

~~_____ Atmos Energy Corporation
_____ 5430 LBJ Freeway, Suite 5410
_____ Dallas, TX 75240
_____ Attn: Contract Administration~~

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

13. ~~**Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222Z000-FH12EPNG (formerly designated as H222Z000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").~~

~~Agreement No. H222Z000-FH12EPNG~~

~~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.~~

~~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. — ATMOS ENERGY CORPORATION~~

By _____ By _____

Name _____ Name _____

Title _____ Title _____

Accepted and agreed to this _____ Accepted and agreed to this _____
5 _____ 6 _____ 7 _____ 8 _____
_____ day of _____, 2021. _____ day of _____, 2021.

Reserved

Agreement No. H222Z000-FH12EPNG

~~EXHIBIT A~~
~~To The~~
~~Hourly Firm Transportation Agreement~~
~~Rate Schedule FT-H~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and Atmos Energy Corporation (Shipper)~~
~~Dated: September 30, 2021~~

~~Shipper's Transportation Contract Demand: See ¶10~~
~~Effective Dates: April 1, 2022 – March 31, 2025~~

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		
IBIGBLUE	301360	DBUFFRNH	49653	AN2	2,500	2,500	2,500	1,250	1,250	1,250	1,250	1,250	1,250	1,250	2,500	2,500		
ILEARWAS	314520	DBUFFRNH	49653	AN2	2,500	2,500	2,500	1,250	1,250	1,250	1,250	1,250	1,250	1,250	2,500	2,500		
TRANSPORTATION CONTRACT DEMAND					5,000	5,000	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	5,000	5,000		

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.~~

Reserved

Agreement No. H222Z000-FH12EPNG

~~EXHIBIT B
 To The
 Hourly Firm Transportation Agreement
 Rate Schedule FT-H
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021~~

<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	November 1, 2017 – March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 – March 31, 2025				

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

~~1a/ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.~~

~~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.~~

Reserved

~~Agreement No. FT3J9000-FT1EPNG~~

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

~~between~~

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

~~and~~

~~Atmos Energy Corporation
(Shipper)~~

~~Dated: September 30, 2021~~

Agreement No. ~~FT3J9000-FT1EPNG~~

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

~~Dated: September 30, 2021~~

~~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: ATMOS ENERGY CORPORATION**~~
- ~~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 it sets 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~~

Agreement No. FT3J9000-FT1EPNG

~~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 Agreement:** Yes _____ No X _____~~

10. ~~**Transportation Contract Demand:** _____~~

~~TCD~~

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

~~5,000 _____ April-October
12,000 _____ November-March~~

11. ~~**Term of Firm Transportation Service:** _____ Beginning: _____ August 1, 2018
_____ Ending: _____ March 31, 2025~~

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

~~_____ **To Shipper:** _____ Atmos Energy Corporation
_____ 25430 LBJ Freeway, Suite 5410
_____ Dallas, TX 75240
_____ Attn: Contract Administration~~

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

13. ~~**Effect on Prior Agreements:** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3J9000-FT1EPNG (formerly designated as FT3J9000), originally dated August 1, 2018 with an initial term beginning August 1, 2018 and extending through March 31, 2022 ("Initial Term").~~

~~Agreement No. FT3J9000-FT1EPNG~~

~~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** _____ **ATMOS ENERGY CORPORATION**~~

By _____ By _____

Name _____ Name _____

Title _____ Title _____

Accepted and agreed to this _____ Accepted and agreed to this _____

_____ 5 _____ 6 _____ 7 _____
_____ day of _____, 2021 _____ day of _____, 2021
Reserved

Agreement No FT3J9000-FT1EPNG

~~EXHIBIT A
 To The
 Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021~~

~~Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025~~

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			
KEYSTOR	301595	DCYPRESS	49654	VA	5,000	5,000	5,000									5,000	5,000		
KEYSTONE	302132	DCYPRESS	49654	VA	7,000	7,000	7,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	7,000	7,000		
TRANSPORTATION CONTRACT DEMAND					12,000	12,000	12,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	12,000	12,000		

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.~~

Reserved

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B
 To The
 Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021

<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 1, 2018 – March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 – March 31, 2025				

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 FT1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of the execution of this Agreement, which for illustrative purposes, is \$4.2814 per Dth per month (“Initial Rate”). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter’s FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2024

~~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.~~ Reserved

~~Agreement No. 613502-FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~ATMOS ENERGY CORPORATION~~

~~(Shipper)~~

~~Dated: September 30, 2021~~

Agreement No. 613502-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~September 30, 2021~~

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:** ATMOS ENERGY CORPORATION~~
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 X~~

Agreement No. 613502-FT1EPNG

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

TCD	Time Period
(Dth/d)	
10,000	April 1, 2022 - March 31, 2025

11. ~~Term of Firm Transportation Service:~~ Beginning: ~~November 1, 2019~~
Ending: ~~March 31, 2025~~

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

~~To Shipper:~~
~~ATMOS ENERGY CORPORATION~~
~~5420 LBJ Freeway, Suite 1514~~
~~Dallas, TX 75240~~
~~Attn: Contract Administration~~

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

13. ~~Effect on Prior Agreement(s):~~ This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 613502-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.~~ ~~ATMOS ENERGY CORPORATION~~

1	2
3	4

Accepted and agreed to this _____ day of _____, 2021. Accepted and agreed to this _____ day of _____, 2021. Reserved

Agreement No. 613502-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	DCYPRESS	49654	VA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		
TRANSPORTATION CONTRACT DEMAND					10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		

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-4 Reserved

Agreement No. 613502-FT1EPNG

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

Dated: September 30, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2019 — March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 — March 31, 2025				

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/ — The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.

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. 613503-FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~ATMOS ENERGY CORPORATION~~

~~(Shipper)~~

~~Dated: September 30, 2021~~

Agreement No. 613503-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~September 30, 2021~~

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:** ATMOS ENERGY CORPORATION~~
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 X~~

Agreement No. 613503-FT1EPNG

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

~~_____ TCD
_____ (Dth/d) _____ Time Period _____
_____ 5,000 _____ April 1, 2022 - March 31, 2025~~

11. ~~Term of Firm Transportation Service:~~ Beginning: ~~November 1, 2019~~
Ending: ~~March 31, 2025~~

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

~~To Shipper:
ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration~~

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

13. ~~Effect on Prior Agreement(s): This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 613503-FT1EPNG, originally dated September 16, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").~~

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. _____ ATMOS ENERGY CORPORATION~~

~~1 _____ 2

3 _____ 4

_____~~

~~Accepted and agreed to this _____ Accepted and agreed to this
_____ day of _____, 2021. _____ day of _____, 2021~~ Reserved

Agreement No. 613503-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 27, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
IBIGBLUE	301360	DBUFFRNH	49653	AN2	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
IBIGBLUE	301360	DWSTRHRT	301198	AN2	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
TRANSPORTATION CONTRACT DEMAND					5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000

Effective Dates: April 1, 2022 – March 31, 2025

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/	
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
DWSTRHRT	301198	341060	AEC-1/EPNG HART CASTRO	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000		
DWSTRHRT	301198	341058	AEC-1/EPNG DIMMITT #2 CASTRO	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000		
CONTRACT METER QUANTITY (CMQ(s))				4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000		

Notes:

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

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

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

Ex. A-1 Reserved

Agreement No. 613503-FT1EPNG

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

Dated: September 30, 2021

<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	November 1, 2019 – March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 – March 31, 2025				

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/ — The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.

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. 613504-FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~ATMOS ENERGY CORPORATION
(Shipper)~~

~~Dated: September 30, 2021~~

Agreement No. 613504-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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: ATMOS ENERGY CORPORATION~~
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 X~~

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

~~_____ TCD~~

~~_____ (Dth/d)~~

~~_____ Time Period~~

~~_____ 7,000~~

~~_____ April 1, 2022 – March 31, 2025~~

Agreement No. 613504-FT1EPNG

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORP
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 613504-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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. **ATMOS ENERGY CORPORATION**

1 _____ 2

3 _____ 4

Accepted and agreed to this _____ day of _____, 2021. Accepted and agreed to this _____ day of _____, 2021.

Reserved

Agreement No. 613504-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025

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		
IBIGBLUE	301360	DWSTRDIS	334880	AN2	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000		
TRANSPORTATION CONTRACT DEMAND					7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000		

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. 613504-FT1EPNG

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

Dated: September 30, 2021

<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	November 1, 2019— March 31, 2022	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022— March 31, 2025				

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/ — The rate charged under this Agreement will be the maximum Texas FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$7.8046 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.

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