

March 31, 2025

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

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

Re: Non-Conforming Agreements Filing;

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

Docket No. RP25-

### Commissioners:

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

Proposed with an effective date of May 1, 2025, these tariff records update EPNG's Tariff to reflect a new firm transportation service agreement ("TSA") as well as amendments to two existing firm TSAs with the City of Mesa, Arizona ("City of Mesa"). Additionally, EPNG is proposing to include an amendment to an existing operator point aggregation service agreement ("OPASA") with City of Mesa. Collectively, these four agreements shall be referred to in this transmittal as the "New Package".

## **Background**

EPNG's Tariff includes Agreement No. FT2AE000-FT1EPNG, a non-conforming agreement with City of Mesa with a term of February 1, 2007 through June 30, 2025 and a varying transportation contract demand ("TCD") of up to 14,372 dekatherms ("Dth") per day. This agreement is subject to the applicable maximum tariff rate and includes a previously accepted non-conforming provision. Specifically, the non-conforming provision states the inapplicability of Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 to the underlying agreement.<sup>1</sup>

The settlement filed in Docket No. RP95-363-000 ("1996 Settlement"), *inter alia*, established rate certainty for a ten-year period and a risk and revenue sharing mechanism for unsubscribed capacity resulting from contract terminations. Further, Article XI of the 1996 Settlement included provisions applicable to firm shippers with TSAs that were in effect on December 31, 1995 and that remained in effect, in their present form or as amended, in the post-1996 Settlement period (*i.e.*, after December 31, 2005).

EPNG's Tariff lists City of Mesa's Agreement No. FT2AF000² as a non-conforming agreement in its Table of Contents. This agreement was formed almost twenty years ago under a previous form of service agreement for Rate Schedule FT-1 and it included language describing the application of the reservation rate as well as a non-conforming provision regarding the applicability of Article 11.2 of the 1996 Settlement to the underlying agreement. Though previously filed with and accepted by the Commission,³ this agreement is not currently shown (other than its listing) in the Tariff.⁴

## Reason for Filing

Between April 22, 2024 and May 13, 2024, EPNG conducted an open season for firm capacity that would be newly available on Line No. 2026 under certain conditions. As relevant here, those conditions included modifying an existing delivery code ("D-Code") for the removal of an associated delivery meter located on Line No. 2026 and forming a new D-Code for that removed delivery meter.<sup>5</sup> As also relevant here, to the extent a current meter station on Line No. 2026 was required to be upgraded to accommodate the new capacity from the open season, the placement of such upgraded meter facilities in service was permitted to be a condition of the bid. Thus, the construction of new or upgraded facilities could be a condition to providing service under TSAs. Additionally, the open season noted that any new TSA for a successful bidder may result in adjustments to Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") to accommodate the capacity awarded. The City of Mesa bid for the capacity and included a contingency regarding the desired upgrade of the meter facilities. EPNG awarded the City of Mesa the capacity in accordance with the open season. Accordingly, removal of that delivery meter from the currently associated D-Code and its inclusion in a new D-Code would be necessary.

In addition, EPNG and City of Mesa entered into negotiations regarding existing Agreement Nos. FT2AF000-FTAEPNG and FT2AE000-FT1EPNG as well as City of Mesa's Agreement No. 621131-OPASEPNG under Rate Schedule

Agreement No. FT2AF000 is currently designated as FT2AF000-FTAEPNG.

<sup>3</sup> El Paso Natural Gas Co., Docket No. RP07-361-000 (Apr. 17, 2007) (unpublished letter order).

Agreement No. FT2AF000 was filed with and accepted by the Commission prior to the effectiveness of the Commission's *Electronic Tariff Filings*, 73 Fed. Reg. 57515 (Oct. 3, 2008), FERC Stats. & Regs. Regulations Preambles 2008-2013 ¶ 31,276 (2008) (Order No. 714). In accordance with Order No. 714, this TSA was not included in EPNG's baseline tariff filing and was not amended until recently, as described in this filing. See Order No. 714 at P 92 (individual negotiated rate schedules and agreements exempted from baseline filing); *See also* Order No. 714-A, 147 FERC ¶ 61,115 at P 9 (2014) (noting grandfathered agreements did not need to be filed as part of the initial baseline filing to include them in eTariff).

As defined in Section 1.13 of the General Terms and Conditions ("GT&C") of EPNG's Tariff, a D-Code is an aggregation of meters as designated in an executed OPASA between EPNG and a delivery point operator or a single meter. A D-Code is also considered a delivery point, as defined in Section 1.15 of the GT&C.

OPAS. As a part of those discussions and to fulfill the requirements of the open season, the parties amended the agreements to reflect (among other things) the removal of a delivery meter located on Line No. 2026 (i.e., the Clausen No. 1 delivery meter) from the DMESAPHX D-Code. Contemporaneously, a new separate D-Code for the Clausen No. 1 delivery meter was formed (i.e., DCLAUSEN). The amendments to those three agreements include a commencement date of May 1, 2025. Further, the amendment to Agreement No. FT2AE000-FT1EPNG reflects an extension through June 30, 2075.

Each of the agreements comprising the New Package contain non-conforming provisions that are not included in the applicable Form of Service Agreement for Rate Schedules FT-1 or OPAS ("FT-1 Pro Forma" or "OPAS Pro Forma"). Additionally, the parties took this opportunity to update Agreement No. FT2AF000-FTAEPNG to align it with the current FT-1 Pro Forma. Consequently, EPNG is proposing to update EPNG's Tariff to include the New Package.

# **Description of Agreements**

Agreement Nos. FT2AE000-FT1EPNG and FT2AF000-FTAEPNG continue to include a provision in paragraph 15 describing the applicability (or inapplicability) of Article 11.2 of the 1996 Settlement to the underlying TSA. These non-conforming provisions were previously filed with and accepted by the Commission<sup>6</sup> and remain unchanged in the amendments. Consequently, such provisions are not described in detail in this instant filing.

## Upgrade to the Clausen Meter Facilities

Paragraph 5 of the Pro Forma reflects certain provisions that may be included in a TSA when service involves the construction of facilities. Among these provisions is an acknowledgment that the construction of additional facilities is required in order to provide transportation service to the shipper. Moreover, paragraph 5 of the FT-1 Pro Forma provides that EPNG's obligations under the TSA are subject to the satisfaction of certain conditions.

Paragraph 5 of the TSAs in the New Package states that EPNG will construct additional facilities to provide transportation service to City of Mesa at a location on EPNG's Line No. 2026 in Pinal County, AZ. Further, on the in-service date of the project facilities, the conditions related to the construction of the project facilities will no longer apply. Given that the construction for the upgrade to the Clausen delivery meter will occur under EPNG's blanket construction authorization, EPNG and City of Mesa agreed to tailor certain construction provisions in City of Mesa's TSAs to align with the scope of the project. The modifications to the FT-1 Pro Forma construction language simply clarifies the applicable project facilities and defines the in-service date for purposes of the

<sup>6</sup> El Paso Natural Gas Co., Docket No. RP07-361-000 (Apr.17, 2007) (unpublished letter order).

agreement. Such non-conforming modifications do not provide City of Mesa any undue preference or adversely affect other shippers.

#### OPASA Effective Dates

EPNG's OPAS Pro Forma provides fill-in-the-blanks on Exhibit A for dates relevant to the MDOs and MHOs. With the City of Mesa's OPASA (Agreement No. 621131-OPASEPNG), the Exhibit A language includes the additional data element of "Effective Dates" to display the set of MDOs/MHOs in effect prior to the removal of the Clausen No. 1 delivery meter from the DMESAPHX D-Code and a separate set of MDOs/MHOs to become effective following the completion of the upgrade to meter facilities for the newly formed DCLAUSEN. Though this "Effective Date" language is non-conforming, the two sets of primary MDO/MHO levels for the different time periods reflect the agreement of the parties, while not adversely affecting another operator.

## **Description of Filing**

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.<sup>7</sup>

Part I, Section 1 updates the Tariff Table of Contents for the agreements comprising the New Package. Similarly, the index page for Part VII is updated to include Agreement Nos. FT2AF000-FTAENG, 621388-FT1EPNG and 621131-OPASEPNG.<sup>8</sup>

<u>Part VII, Sections 6.0-6.2, 35.0-35.2 and 46.0-46.2 reflect the inclusion of City of Mesa's Agreement Nos. FT2AE000-FT1EPNG, FT2AF000-FTAEPNG and 621388-FT1EPNG. Additionally, Agreement No. 621131-OPASEPNG is reflected in Part VII, Sections 54.0-54.1.</u>

## **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>9</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

a) a transmittal letter;

<sup>7</sup> 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

Currently, the tariff records for Part I, Section 1 and the index for Part VII remain pending before the Commission in Docket Nos. RP25-675-000 and RP25-705-000. Those tariff records reflect the inclusion of non-conforming TSAs in the Tariff effective April 1, 2025. For purposes of this instant filing, the tariff records proposed herein include the modifications proposed in the aforementioned proceedings. Should those filings not be accepted by the Commission, EPNG will file to modify the tariff records proposed herein.

<sup>9 18</sup> C.F.R. §§ 154.1 – 154.603 (2024).

- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, marked versions of the agreements in the New Package, reflecting changes from the applicable Pro Forma;
- d) Appendix C, executed copies of the agreements in the New Package; 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 May 1, 2025, which is not less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. Busby
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephane: (710) 520 4657

Mr. David R. Cain
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephane: (710) 520 4534

Telephone: (719) 520-4657 Telephone: (719) 520-4534 EPNGRegulatoryAffairs@kindermorgan.com 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.

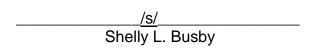
By\_\_\_\_\_\_/s/
Shelly L. Busby
Director, Regulatory

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 31st day of March 2025.



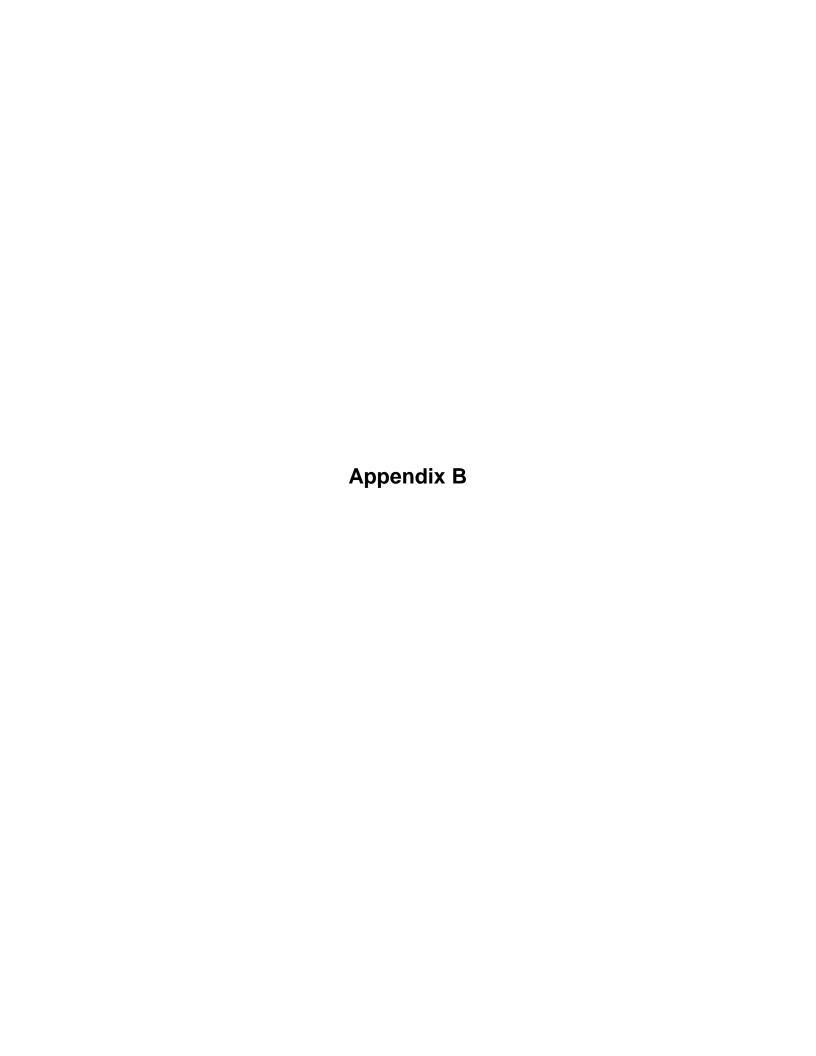
Post Office Box 1087 Colorado Springs, CO 80944-1087 (719) 520-4657

# EL PASO NATURAL GAS COMPANY, L.L.C. Non-Conforming Agreements Update

# Third Revised Volume No. 1A

Part	l:	Overview

Section 1.0	Table of Contents	Version 105.0.0
Part VII: Nor	n-Conforming Agreements (index)	Version 103.0.0
Section 6.0	City of Mesa, AZ #FT2AE000-FT1EPNG	Version 7.0.0
Section 6.1	City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit A	Version 7.0.0
Section 6.2	City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit B	Version 7.0.0
	City of Mesa, AZ #FT2AF000-FTAEPNG	Version 4.0.0
	City of Mesa, AZ #FT2AF000-FTAEPNG Exhibit A	Version 4.0.0
Section 35.2	City of Mesa, AZ #FT2AF000-FTAEPNG Exhibit B	Version 4.0.0
	City of Mesa, AZ #621388-FT1EPNG	Version 4.0.0
	City of Mesa, AZ #621388-FT1EPNG Exhibit A	Version 4.0.0
Section 46.2	City of Mesa, AZ #621388-FT1EPNG Exhibit B	Version 2.0.0
	City of Mesa, AZ #621131-OPASEPNG	Version 2.0.0
Section 54.1	City of Mesa, AZ #621131-OPASEPNG Exhibit A	Version 2.0.0



## Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

## **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the lin-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC certificate for the additional facilities regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional Project Efacilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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**

May 1, 2025 through June 30, 2075

8,567	May
5,551	June
5,552	July
5,556	August
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March
7,775	April

11. **Term of Firm Transportation Service:** Beginning: February 1, 2007 Ending: June 30, 2075

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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 May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on December 22, 2017.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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 COMPAN	Y, L.L.C.	CITY OF MESA, ARIZONA	
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

## CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

					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
BLANCO	300714	DMESAPHX	300931	NS3	3,523	2,828	1,531	1,586	1,956	925	875	724	854	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	8,408	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATIO	RANSPORTATION CONTRACT DEMAND				14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

Effective Dates: The ISD through June 30, 2075

		<u> </u>			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	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	725	775	624	654	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	7,773	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
TRANSPORTATIO	RANSPORTATION CONTRACT DEMAND				14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

								Contra	act Meter C	uantity (CI	/IQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	330059	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
	С	ONTRACT	METER QUANTITY (CMQ(s))	14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880		

Effective Dates: The ISD through June 30, 2075

								Contra	act Meter Q	uantity (CI	MQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA			·		·	·							245	
	С	ONTRACT	METER QUANTITY (CMQ(s))	13,585	10,929	8,367	7,525	8,367	5,351	5,452	5,456	5,143	6,181	8,598	10,409		

# EXHIBIT A (CONT.)

#### 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.
- 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

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075				
As listed in Exhibit A	As listed in Exhibit A	The ISD through June 30, 2075				

#### 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.
- 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.
- 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

CITY OF MESA, ARIZONA (Shipper)

Dated: February 25, 2025

## **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the lin-Service Delate of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC certificate for the additional facilities regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the <u>additionalProject Ffacilities</u>.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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
	May 1, 2025 through the termination
	date, as determined by ¶11 of this Agreement
17 762	lonuory
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August
4,401	September
6,041	October
9,826	November
13,464	December

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from May 1, 2025 through April 30, 2026.

After the primary term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. Notices, Statements, and Bills:

## To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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 May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG (formerly designated as FT2AF000), last amended on February 1, 2013.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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.	CITY OF MESA, ARIZONA
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

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

					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
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,776	7,815	4,861	3,739	3,778	1,604	1,578	1,388	1,924	3,141	5,088	7,786
TRANSPORTATIO	RANSPORTATION CONTRACT DEMAND				17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

									Max	imum Quar	ntity-D-Cod	e (Dth/d) 1/				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,306	7,427	4,495	3,505	3,547	1,537	1,515	1,241	1,734	2,902	4,792	7,338
KEYSTONE	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
TRANSPORTATIO	ANSPORTATION CONTRACT DEMAND					14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

	Contract Meter Quantity (CMQ(s)) 2/																
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	00931 334820 GANTZEL METER STATION		,	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931			8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	300931 330062 MESA NO2MARICOPA		2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	300931 330059 Clausen Meter #1, PINA		470	388	366	234	231	67	63	147	190	239	296	448	245	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
	CON	NTRACT N	METER QUANTITY (CMQ(s))	17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464		

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

	Contract Meter Quantity (CMQ(s)) 2/																
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	300931 330805 MESA #1 MARICOPA		8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	300931 330062 MESA NO 2 MARICOPA		2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	300931 55316 SHERWOOD Delivery		3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
	CONT	RACT ME	ETER QUANTITY (CMQ(s))	17,292	13,818	9,356	7,208	7,109	3,955	3,957	3,865	4,211	5,802	9,530	13,016		

# EXHIBIT A (CONT.)

### 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.
- 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
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement				
As listed in Exhibit A	As listed in Exhibit A	The ISD through the termination date determined by ¶11 of this Agreement				

#### 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.
- 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

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 26, 2025

## **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 26, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the lin-Service Delate of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all FERC certificate for the additional facilities regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the <u>additionalProject Ffacilities</u>.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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**

Commencement Date through the Expiration Date, as defined in Paragraph 11 of this Agreement

May
June
July
August
September
October
November
December
January
February
March
April

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

The later of the In-Service Date or

May 1, 2025 ("Commencement Date")

Ending:

Thirty (30) Years following the Commencement Date ("Expiration

Date")

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

**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.	CITY OF MESA, ARIZONA
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
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 26, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

									Maximu	n Quantity	-D-Code (I	Oth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	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/	
PSUPLATL	57253	DCLAUSEN	57252	NA	4,193	4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731	245	
TRANSPORTAT	NSPORTATION CONTRACT DEMAND					4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731		

#### 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

### **CITY OF MESA, ARIZONA**

(Shipper)

Dated: February 26, 2025

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

#### 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.
- 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.

# Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 27, 2025

## **Operator Point Aggregation Service Agreement**

Rate Schedule OPAS

Dated: February 27, 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. DP Operator: CITY OF MESA, ARIZONA
- Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third 3. 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. Delivery point aggregation service shall be provided in accordance with the Tariff.

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

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

#### Transporter and DP Operator agree to the use of:

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

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

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

6. Term of Operator Point Aggregation Service: Beginning: January 1, 2025 Ending: December 31, 2025

(This primary term shall not be for a period longer than one year.)

This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

7. Notices and Statements:

**To DP Operator:**CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

- 8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, originally dated November 8, 2024.
- 9. Governing Law: Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**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.	CITY OF MESA, ARIZONA
Accepted and agreed to this	Accepted and agreed to this
day of, 2025.	, day of, 2025.

#### **EXHIBIT A**

To The

Operator Point Aggregation Service Agreement Rate Schedule OPAS

between

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

and

**CITY OF MESA, ARIZONA** 

(DP Operator)

Dated: February 27, 2025

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

Effective Dates: May 1, 2025 through the last Day of the Month in which the facilities currently being constructed at a new Delivery Point referred to as DCLAUSEN are placed in to

service (with such date of placement referred to as the "In-Service Date")

	Maximum Delivery Obligation ("MDO")														
D-Code	D-Code Meter PIN Jan dth/d Feb dth/d Mar dth/d Apr dth/d May dth/d June dth/d July dth/d Aug dth/d Sep dth/d Oct dth/d Nov dth/d Dec dth/d														
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620		
DMESAPHX	330059	4,010	3,210	1,980	1,930	1,960	1,070	1,070	1,070	1,090	1,460	2,370	3,030		
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870		
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830		
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620		
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		

	Maximum Hourly Obligation ("MHO")														
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h		
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610		
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127		
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787		
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452		
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193		
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417		

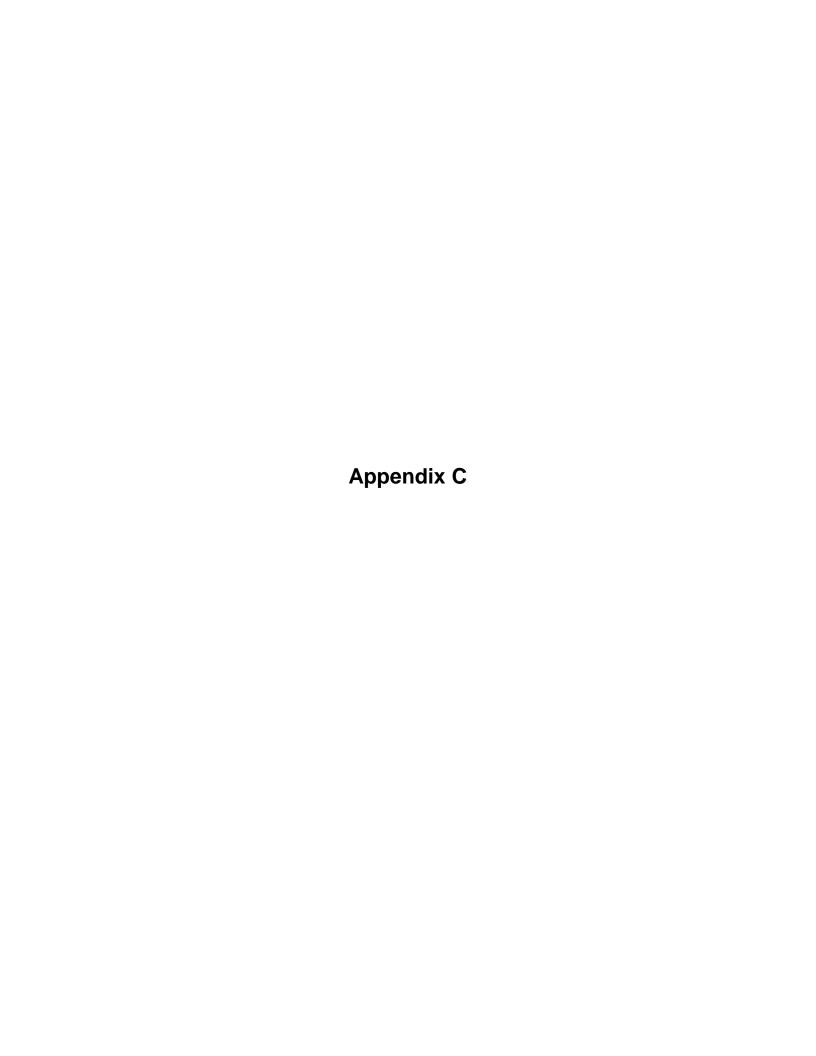
# EXHIBIT A (CONT.)

Effective Dates: The first Day of the Month following the Month of the In-Service Date through the termination date determined by ¶6 of this Agreement

	Maximum Delivery Obligation ("MDO")														
D-Code	D-Code Meter PIN Jan dth/d Feb dth/d Mar dth/d Apr dth/d May dth/d June dth/d July dth/d Aug dth/d Sep dth/d Oct dth/d Nov dth/d Dec														
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620		
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870		
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830		
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620		
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		

Maximum Hourly Obligation ("MHO")													
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Conditions: None



### Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

#### **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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"):

(Dth/d)	<u>Time Period</u> May 1, 2025 through June 30, 2075
8,567	May
5,551	June
5,552	July
5,556	August
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March

- 11. **Term of Firm Transportation Service:** Beginning: February 1, 2007 Ending: June 30, 2075
- 12. Notices, Statements, and Bills:

To Shipper:

7,775

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

April

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on December 22, 2017.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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.

CITY OF MESA. ARIZONA

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

	•	·	
Will W Brown		Nage Volumey	
Will W Brown		Marc Heirshberg, Deputy C	ity Manager
Chief Commercial Officer-West Regio	n Gas Pipelines		
Accepted and agreed to this		Accepted and agreed to this	
3/19/2025 day of	, 2025.	_17 <sub>day of</sub> _March	, 2025.

# EXHIBIT A To The

Firm Transportation Service Agreement Rate Schedule FT-1

between EL PASO NATURAL GAS COMPANY, L.L.C. and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

									Maxim	um Quantify	Maximum Quantity-D-Code (Dth/d) 1/	/t (b/r				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del Pin	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	300714 DMESAPHX	300931 NS3	NS3	3,523	2,828	1,531	1,586	1,956	928	875	724	854	1,287	1,631	3,402
BONDADST	300724	300724 DMESAPHX	300931 CC1	CC1	2,202	1,789	1,492	1,156	1,213	622	644	809	734	1,056	1,610	1,317
KEYSTONE	302132	302132 DMESAPHX	300931 SS1	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	302404 DMESAPHX	300931 SS1	SS1	8,408	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION CONTRACT DEMAND	ON CONTRAC	T DEMAND			14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

Effective Dates: The ISD through June 30, 2075

									Maxim	Maximum Quantity-D-Code (Dth/d) 1/	D-Code (Dt	h/d) 1/				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714 DMESAPHX	ESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	725	775	624	654	1,087	1,331	2,931
BONDADST	300724 DMESAPHX	ESAPHX	300931 CC1	CC1	2,202	1,789	1,492	1,156	1,213	622	644	809	734	1,056	1,610	1,317
KEYSTONE	302132 DMESAPHX	ESAPHX	300931 SS1	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	862	895	
WAHA	302404 DMESAPHX	ESAPHX	300931 SS1	SS1	7,773	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
BONDADST	300724 DCLAUSEN	LAUSEN	57252 NS3	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404 DCLAUSEN	LAUSEN	57252 SS1	SS1	635											
TRANSPORTATIO	RANSPORTATION CONTRACT DEMAND	EMAND			14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

								Contra	Contract Meter Quantity (CMQ(s)) 2/	uantity (CM	Q(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	~	~	-	-	_	~	_	_	-	~	-	~	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	330028	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
	Ū	ONTRACT	CONTRACT METER QUANTITY (CMQ(s))	14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880		

Effective Dates: The ISD through June 30, 2075

								Contra	Contract Meter Quantity (CMQ(s)) 2/	uantity (CM	Q(s)) 2/						
Primary Delivery PIN Name	Del Pin	Meter No.	Description	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	N 0 N	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	-	~	-	-	-	1	_	_	-	1	Τ-	~	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
DCLAUSEN	57252	330029	CLAUSEN METER #1 PINA													245	
	Ū	ONTRACI	CONTRACT METER QUANTITY (CMQ(s))	13,585	10,929	8,367	7,525	8,367	5,351	5,452	5,456	5,143	6,181	8,598	10,409		

# EXHIBIT A (CONT.)

# Notes:

- The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7
- The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month. 7
- 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. 3

# **EXHIBIT B**

Firm Transportation Service Agreement Rate Schedule FT-1 To The

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

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

Surcharges 3/		
Fuel 2/		
Usage Rate 1/		
Reservation Rate 1/ Usage Rate 1/		
Effective Dates	May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075	The ISD through June 30, 2075
Primary Delivery Point(s)	As listed in Exhibit A	As listed in Exhibit A
Primary Receipt Point(s)	As listed in Exhibit A	As listed in Exhibit A

# Notes:

- 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. 7
- 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. 7
- 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. જ

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

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

#### **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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)	<u>Time Period</u> May 1, 2025 through the termination date, as determined by ¶11 of this Agreement
17,762	January
14,206	February
9,722	March
7,442	Apri <b>l</b>
7,340	May
4,022	June
4,020	July
4,012	August
4,401	September
6,041	October
9,826	November
13,464	December

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from May 1, 2025 through April 30, 2026.

After the primary term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. Notices, Statements, and Bills:

### To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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 May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG (formerly designated as FT2AF000), last amended on February 1, 2013.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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.

**CITY OF MESA, ARIZONA** 

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

Will W Brown		Mace Volumy	
Will W Brown		Marc Heirshberg, Deputy City Manag	er
Chief Commercial Officer-West Region	n Gas Pipelines		
Accepted and agreed to this		Accepted and agreed to this	
3/19/2025			
day of	2025	17 <sub>day of</sub> March	2025

EXHIBIT A To The

Firm Transportation Service Agreement Rate Schedule FT-1

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

and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

									Maxim	Maximum Quantity-D-Code (Dth/d) 1	D-Code (Dth	/d) 1/				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	300714 DMESAPHX	300931 NS2	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	302132 DMESAPHX	300931 SS1	SS1	9,776	7,815	4,861	3,739	3,778	1,604	1,578	1,388	1,924	3,141	5,088	7,786
TRANSPORTATION CONTRACT DEMAND	N CONTRAC	T DEMAND			17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

									Maxi	Maximum Quantity-D-Code (Dth/d) 1/	ty-D-Code	(Dth/d) 1/				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	300714 DMESAPHX	300931 NS2	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	302132 DMESAPHX	300931 SS1	SS1	908'6	7,427	4,495	3,505	3,547	1,537	1,515	1,241	1,734	2,902	4,792	7,338
KEYSTONE	302132	302132 DCLAUSEN	57252 SS1	SS1	470	388	366	234	231	29	63	147	190	239	296	448
TRANSPORTATION CONTRACT DEMAND	N CONTRA	CT DEMAND			17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

						Contract	Contract Meter Quantity (CMQ(s)) 2/	tity (CMQ(s)	)) 2/								
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	205	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	330805	MESA #1MARICOPA	8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	330062	MESA NO2MARICOPA	2,213	1,296	1,020	1,057	1,043	1,075	1,036	966	954	1,003	1,309	2,127	250	
DMESAPHX	300931	330028	Clausen Meter #1, PINA	470	388	366	234	231	29	63	147	190	239	296	448	245	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	275	652	932	1,724	2,452	525	
	CON	NTRACT IN	CONTRACT METER QUANTITY (CMQ(s))	17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464		

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

		Delivery Pressure (p.s.i.g) Not greater than 3/							
		Delivery De Pressure Pr. (p.s.i.g) (p. Not less Not	300	300	150	250	525	245	
		Dec	1,283	1,169	5,985	2,127	2,452		13,016
		Nov	1,023	702	4,772	1,309	1,724		9,530
		Oct	629	305	2,933	1,003	932		5,802
		Sept	419	235	1,951	954	652		4,211
		Aug	369	208	1,718	966	575		3,865
		ylut	393	153	1,830	1,036	545		3,957
	2/	June	384	160	1,792	1,075	544		3,955
11	y (CMQ(s))	Мау	762	496	3,552	1,043	1,256		7,109
i or this Agreement	ter Quantity	April	772	205	3,603	1,057	1,274		7,208
_	Contract Meter Quantity (CMQ(s)) 2/	March	1,060	636	4,945	1,020	1,695		9,356
nea by ¶		Feb	1,495	1,281	6,972	1,296	2,774		13,818
e determi		Jan	1,789	1,580	8,342	2,213	3,368		17,292
Effective Dates: The ISD through the termination date determined by $\ \cdot\ $		Description	334861 MESA NO 3 DELIVERY MA	GANTZEL METER STATION	MESA #1 MARICOPA	MESA NO 2 MARICOPA	SHERWOOD Delivery	330059 CLAUSEN METER #1 PINA	CONTRACT METER QUANTITY (CMQ(s))
SD Inrol		Meter No.	334861	334820	330805	330062	55316		RACT ME
es: Tue I		Dei PiN	300931	300931	300931	300931	300931	57252	CONT
EITECTIVE DAI		Primary Delivery PIN Name	DMESAPHX	DMESAPHX	DMESAPHX	DMESAPHX	DMESAPHX	DCLAUSEN	

# EXHIBIT A (CONT.)

# Notes:

- The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7
- The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month. 7
- 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.

CITY OF MESA, ARIZONA (Shipper)

Dated: February 25, 2025

Surcharges 3/ Fuel 2/ Usage Rate 1/ Reservation Rate 1/ May 1, 2025 through the earlier of the Day before the ISD or the termination The ISD through the termination date determined by ¶11 of this Agreement date determined by ¶11 of this Effective Dates Agreement As listed in Exhibit A As listed in Exhibit A Primary Delivery Point(s) As listed in Exhibit A As listed in Exhibit A Receipt Point(s) Primary

# Notes:

- 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.
- 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. 2
- 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. 3

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

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 26, 2025

#### **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 26, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities inservice. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

- 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**

Commencement Date through the Expiration Date, as defined in Paragraph 11 of this Agreement

7,369 N	Лау
7,183 J	lune
7,287 J	luly
7,503 A	August
7,460 S	September
7,261 C	October
4,704 N	November
4,731	December
4,193 J	lanuary
4,187 F	ebruary
5,004 N	/larch
6,716 A	April

11. Term of Firm Transportation Service: Beginning: The late

The later of the In-Service Date or May 1, 2025 ("Commencement Date")

May 1, 2023 ( Commencement Date )

Ending:

Thirty (30) Years following the Commencement Date ("Expiration

Date")

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

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

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

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.

**CITY OF MESA, ARIZONA** 

Will W Brown	Maga Volumy
Will W Brown	Marc Heirshberg, Deputy City Manager
Chief Commercial Officer-West Region Gas Pipelines	
Accepted and agreed to this	Accepted and agreed to this
3/19/2025	
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
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 26, 2025

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

									Maximum	Maximum Quantity-D-Code (Dth/d) 1/	D-Code (D	th/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del	Flow Path	Jan	Feb	March	April	Мау	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/
PSUPLATL	57253	57253 DCLAUSEN	57252 NA	NA	4,193	4,193 4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	5,004 6,716 7,369 7,183 7,287 7,503 7,460 7,261 4,704 4,731	4,731	245	
TRANSPORTA	TION CONT	ANSPORTATION CONTRACT DEMAND	_		4,193	4,193 4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	5,004 6,716 7,369 7,183 7,287 7,503 7,460 7,261 4,704 4,731	4,731		

# Notes:

- The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month. 7
- 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. 7

# **EXHIBIT B**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

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

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 26, 2025

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

# Notes:

- 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. =
- 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. 7
- 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. 3

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

## Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 27, 2025

### **Operator Point Aggregation Service Agreement**

Rate Schedule OPAS

Dated: February 27, 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. DP Operator: CITY OF MESA, ARIZONA
- 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.
- Delivery point aggregation service shall be provided in accordance with the Tariff.

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

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

#### Transporter and DP Operator agree to the use of:

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

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

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

6. **Term of Operator Point Aggregation Service:** Beginning: January 1, 2025 Ending: December 31, 2025

(This primary term shall not be for a period longer than one year.)

This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

7. Notices and Statements:

**To DP Operator:**CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466

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

Attn: Director, Energy Resources Department

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

- 8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, originally dated November 8, 2024.
- 9. Governing Law: Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**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.

CITY OF MESA. ARIZONA

		,		,	
Will W Brown			Giao Tran		
Chief Commerc	cial Officer-West Re	egion Gas Pipelines	Gas Plannin	g Engineer	
Accepted and a	agreed to this		Accepted an	d agreed to this	
26 day o	March f	, 2025.	25 day	March	, 2025.

#### **EXHIBIT A**

To The

Operator Point Aggregation Service Agreement Rate Schedule OPAS

between

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

and

**CITY OF MESA, ARIZONA** 

(DP Operator)

Dated: February 27, 2025

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

Effective Dates: May 1, 2025 through the last Day of the Month in which the facilities currently being constructed at a new Delivery Point referred to as DCLAUSEN are placed in to

service (with such date of placement referred to as the "In-Service Date")

					Maximun	n Delivery Obliq	gation ("MDO")						
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620
DMESAPHX	330059	4,010	3,210	1,980	1,930	1,960	1,070	1,070	1,070	1,090	1,460	2,370	3,030
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

					Maximu	m Hourly Oblig	ation ("MHO")						
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

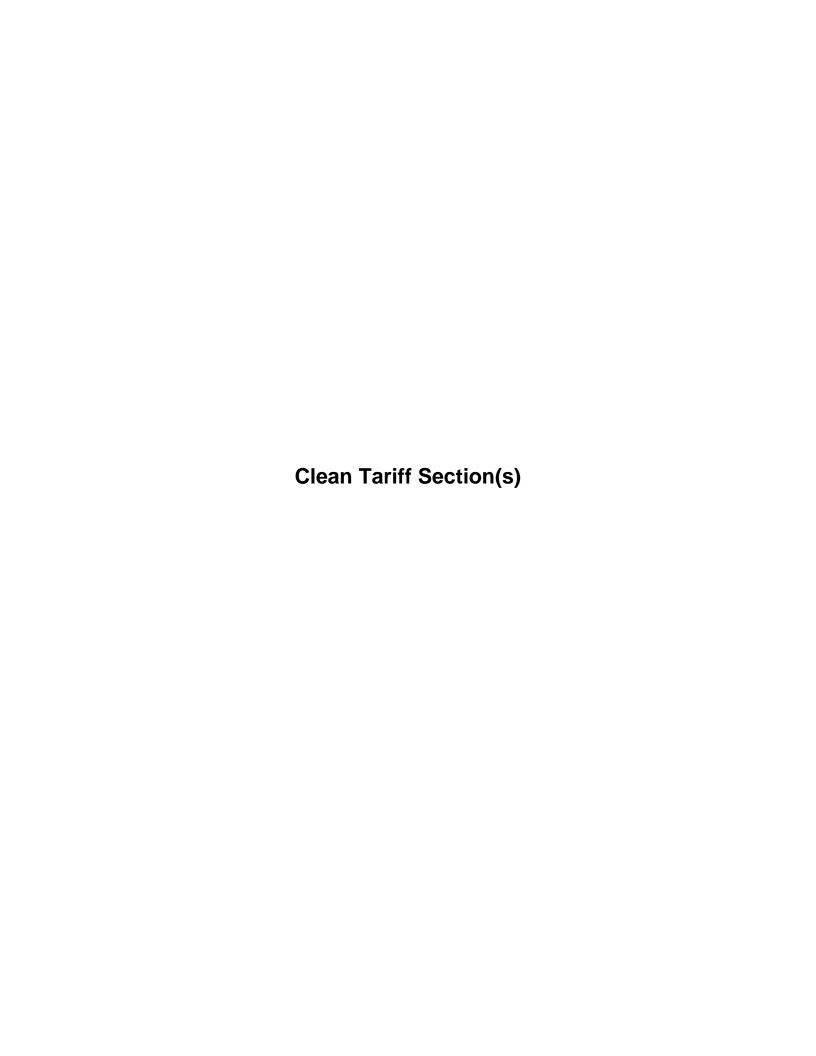
# EXHIBIT A (CONT.)

Effective Dates: The first Day of the Month following the Month of the In-Service Date through the termination date determined by ¶6 of this Agreement

					Maximun	n Delivery Oblic	gation ("MDO")						
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

					Maximu	m Hourly Oblig	ation ("MHO")						
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Conditions: None



El Paso Natural Gas Company, L.L.C. FERC Gas Tariff Third Revised Volume No. 1A

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

Section 1 North/South System Map

### **Part VII: Non-Conforming Agreements**

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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

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Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	Arizona Electric Power Cooperative, Inc. #618708-FT1EPNG
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Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #620798-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000-FT1EPNG
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Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
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Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
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Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	City of Mesa, Arizona #FT2AF000-FTAEPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
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Section 43	UNS Gas, Inc. #619448-FT1EPNG
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Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	City of Mesa, Arizona #621388-FT1EPNG
Section 47	Salt River Project Letter Agreement
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	Section 55	City of Plains, Texas Letter Agreement
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	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
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	Section 63	City of Whiteface, Texas Letter Agreement
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	Section 65	City of Dumas, Texas Letter Agreement
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	Section 71	City of Lordsburg, NM Letter Agreement
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	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
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	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

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Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
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Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
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Section 104	Reserved
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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

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### **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 Mesa, Arizona FT-1 Agreement #FT2AE000-FT1EPNG

City of Mesa, Arizona FT-1 Agreement #FT2AF000-FTAEPNG

City of Mesa, Arizona FT-1 Agreement #621388-FT1EPNG

City of Mesa, Arizona OPAS Agreement #621131-OPASEPNG

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

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

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

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

Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000

Salt River Project Agricultural Improvement

and Power District OPASA #OA237000-OPASEPNG

Salt River Project Agricultural Improvement

and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000

Salt River Project Agricultural Improvement

and Power District Master PAL Agreement

Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG

Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG

Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000

Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000

Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG

UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000

UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG

Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000 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 Electric Power Cooperative, Inc. FT-1 Agreement #618708-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

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# **List of Non-Conforming Negotiated Rate Agreements (continued)**

ETC Marketing, Ltd. FT-1 Agreement #617716-FT1EPNG

ETC Marketing, Ltd. FT-1 Agreement #617729-FT1EPNG

ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG

ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG

ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG

JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG

JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-FT1EPNG

Mexicana de Cobre, S.A. de C.V. #FT399000

MRC Permian Company FT-1 Agreement #610837-FT1EPNG

MRC Permian Company FT-1 Agreement #612815-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG

Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG

Pioneer Natural Resources USA, Inc. #FT3HH000

Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG

Public Service Company of New Mexico FT-1 Agreement #FT3EQ000

Public Service Company of New Mexico FT-1 Agreement #FT3ER000

Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG

Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG

Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG

Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG

Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG

Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

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

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Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG

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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

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### Third Revised Volume No. 2

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

### Rate Schedules

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

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Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
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Section 65	City of Dumas, Texas Letter Agreement
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Section 113 Section 114 Section 115 Section 116 Section 117	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 123 Section 124	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

# **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.
- 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
- 10. Transportation Contract Demand ("TCD"):

**TCD** 

(Dth/d)	<u>Time Period</u>
	May 1, 2025 through June 30, 2075
8,567	May
5,551	June
5,552	July
5,556	August
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March
7,775	April

11. Term of Firm Transportation Service: Beginning: February 1, 2007

Endina: June 30, 2075

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

12. Notices, Statements, and Bills:

**To Shipper:**CITY OF MESA, ARIZONA
P.O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

**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 May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on December 22, 2017.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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.	CITY OF MESA, ARIZONA
Accepted and agreed to this	Accepted and agreed to this
day of, 2025.	day of, 2025

Part VII: Non-Conforming Section 6.1 - City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit A Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

#### **EXHIBIT A**

To The
Firn Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

							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
BLANCO	300714	DMESAPHX	300931	NS3	3,523	2,828	1,531	1,586	1,956	925	875	724	854	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	8,408	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTAT	RANSPORTATION CONTRACT DEMAND					11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

Effective Dates: The ISD through June 30, 2075

									Maximu	m Quantity	-D-Code (D	th/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
BLANCO	300714	DMESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	725	775	624	654	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	7,773	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
TRANSPORTAT	TRANSPORTATION CONTRACT DEMAND					11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880

Agreement No. FT2AE000-FT1EPNG

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

			-					Contrac	ct Meter Qu	antity (CN	/IQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	330059	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
	CONT	RACT ME	TER QUANTITY (CMQ(s))	14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880		

Effective Dates: The ISD through June 30, 2075

								Contra	ct Meter Q	uantity (C	MQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
	CONT	RACT ME	TER QUANTITY (CMQ(s))	13,585	10,929	8,367	7,525	8,367	5,351	5,452	5,456	5,143	6,181	8,598	10,409		

Part VII: Non-Conforming Section 6.1 - City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit A Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

# EXHIBIT A (CONT.)

#### 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.
- 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.

Part VII: Non-Conforming Section 6.2 - City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit B Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

#### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

EL PASO NATURAL GAS COMPANY, L.L.C. and CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075				
As listed in Exhibit A	As listed in Exhibit A	The ISD through June 30, 2075				

#### 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.
- 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.

Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA (Shipper)

Dated: February 25, 2025

Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

# **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

Agreement No. FT2AF000-FTAEPNG

- 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
	May 1, 2025 through the termination
	date, as determined by ¶11 of this Agreement
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August
4,401	September
6,041	October
9,826	November
13,464	December

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from May 1, 2025 through April 30, 2026.

After the primary term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG (formerly designated as FT2AF000), last amended on February 1, 2013.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

**IN WITNESS HEREOF**, the Parties have 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 COMPA	MY, L.L.C.	CITY OF MESA, ARIZONA	
Accepted and agreed to this		Accepted and agreed to this	
day of	, 2025.	day of	, 2025.

Part VII: Non-Conforming Section 35.1 - City of Mesa, AZ #FT2AF000-FTAEPNG Exh A Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

#### **EXHIBIT A**

To The Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

					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
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,776	7,815	4,861	3,739	3,778	1,604	1,578	1,388	1,924	3,141	5,088	7,786
TRANSPORTATI	RANSPORTATION CONTRACT DEMAND				17,762	14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

									Maxin	num Quan	tity-D-Cod	le (Dth/d) 1	1			
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,306	7,427	4,495	3,505	3,547	1,537	1,515	1,241	1,734	2,902	4,792	7,338
KEYSTONE	302132	DCLAUSEN	SS1	470	388	366	234	231	67	63	147	190	239	296	448	
TRANSPORTAT	ANSPORTATION CONTRACT DEMAND					14,206	9,722	7,442	7,340	4,022	4,020	4,012	4,401	6,041	9,826	13,464

Agreement No. FT2AF000-FTAEPNG

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

			-		(	Contract I	Meter Qua	ntity (CMC	Q(s)) 2/								
Primary Delivery PIN Name	Del PIN	Mete r No.	Description	Jan	Feb	Marc h	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	330805	MESA #1MARICOPA	8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	330062	MESA NO2MARICOPA	2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
	CONTR	CONTRACT METER QUANTITY (CMQ(s)) 17,762 14,206 9,722 7,442 7,340 4,022 4,020 4,012 4,401 6,041 9,826 13,464															

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

	Contract Meter Quantity (CMQ(s)) 2/																
					(	Contract Me	eter Quant	ity (CMQ(	s)) 2/								
Primary Delivery PIN Name	Del PIN	Mete r No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressur e (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
	CONTRAC	RACT METER QUANTITY (CMQ(s)) 17,292 13,818 9,356 7,208 7,109 3,955 3,957 3,865 4,211 5,802 9,530 13,016															

Part VII: Non-Conforming Section 35.1 - City of Mesa, AZ #FT2AF000-FTAEPNG Exh A Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

EXHIBIT A (CONT.)

#### 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 MAOP of that facility.

Part VII: Non-Conforming Section 35.2 - City of Mesa, AZ #FT2AF000-FTAEPNG Exh B Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

#### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

EL PASO NATURAL GAS COMPANY, L.L.C. and CITY OF MESA. ARIZONA

(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement				
As listed in Exhibit A	As listed in Exhibit A	The ISD through the termination date determined by ¶11 of this Agreement				

#### 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.
- 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.

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 26, 2025

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

# **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 26, 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: CITY OF MESA, ARIZONA
- 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)-(I) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

- 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)	<u>Time Period</u> Commencement Date through the Expiration Date, as defined in Paragraph 11 of this Agreement
7,369	May
7,183	June
7,287	July
7,503	August
7,460	September
7,261	October
4,704	November
4,731	December
4,193	January
4,187	February
5,004	March
6,716	April

11. Term of Firm Transportation Service: The later of the In-Service Date or Beginning:

May 1, 2025 ("Commencement Date")

Ending: Thirty (30) Years following the Commencement

Date ("Expiration Date")

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

- 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.	CITY OF MESA, ARIZONA
Accepted and agreed to this	Accepted and agreed to this
day of, 2025.	day of, 2025.

Part VII: Non-Conforming Section 46.1 - City of Mesa, AZ #621388-FT1EPNG Exhibit A Version 4.0.0

Agreement No. 621388-FT1EPNG

#### **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

EL PASO NATURAL GAS COMPANY, L.L.C. and CITY OF MESA, ARIZONA

(Shipper)

Dated: February 26, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

									Maximum	Quantity	-D-Code	(Dth/d) 1/						
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	Marc h	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/
PSUPLATL	57253	DCLAUSEN	57252	NA	4,193	4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731	245	
TRANSPOR	NSPORTATION CONTRACT DEMAND					4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731		

#### 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.

Part VII: Non-Conforming Section 46.2 - City of Mesa, AZ #621388-FT1EPNG Exhibit B Version 2.0.0

Agreement No. 621388-FT1EPNG

**EXHIBIT B** 

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 26, 2025

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

#### 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.
- 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.

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 27, 2025

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

# **Operator Point Aggregation Service Agreement**

Rate Schedule OPAS

Dated: February 27, 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. DP Operator: CITY OF MESA, ARIZONA
- 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. Delivery point aggregation service shall be provided in accordance with the Tariff.

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

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

#### Transporter and DP Operator agree to the use of:

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

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

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

6. Term of Operator Point Aggregation Service: Beginning: January 1, 2025 December 31, 2025 Ending: (This primary term shall not be for a period longer than one year.)

This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

7. Notices and Statements:

**To DP Operator:**CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

- 8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, originally dated November 8, 2024.
- 9. **Governing Law:** Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

**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 COMPA	ANY, L.L.C.	CITY OF MESA, ARIZONA	
Accepted and agreed to this		Accepted and agreed to this	
day of	, 2025.	day of	, 2025.

Part VII: Non-Conforming Section 54.1 - City of Mesa, AZ #621131-OPASEPNG Exhibit A Version 2.0.0

Agreement No. 621131-OPASEPNG

#### **EXHIBIT A**

To The

Operator Point Aggregation Service Agreement Rate Schedule OPAS

between

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

and

**CITY OF MESA, ARIZONA** 

(DP Operator)

Dated: February 27, 2025

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

Effective Dates: May 1, 2025 through the last Day of the Month in which the facilities currently being constructed at a new Delivery Point referred to as DCLAUSEN

are placed in to service (with such date of placement referred to as the "In-Service Date")

•	Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d	
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	
DMESAPHX	330059	4,010	3,210	1,980	1,930	1,960	1,070	1,070	1,070	1,090	1,460	2,370	3,030	
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870	
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830	
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	

					Maximun	n Hourly Oblig	gation ("MHO"	')					
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Part VII: Non-Conforming Section 54.1 - City of Mesa, AZ #621131-OPASEPNG Exhibit A Version 2.0.0

Agreement No. 621131-OPASEPNG

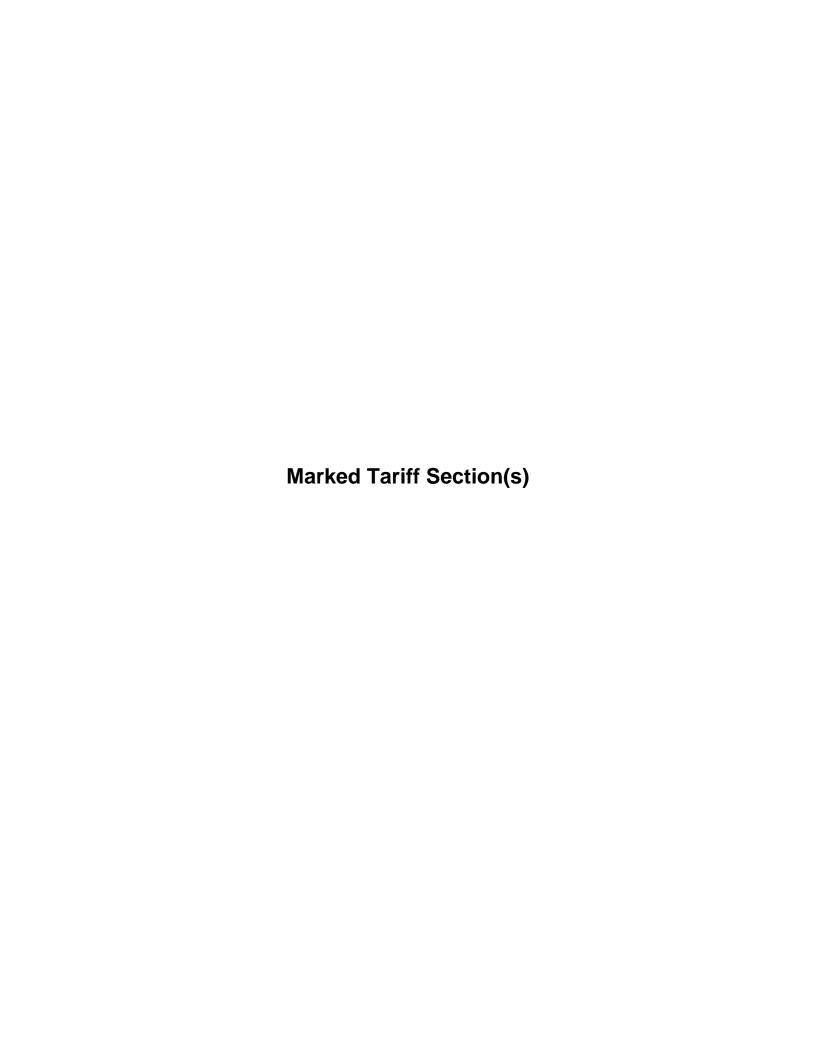
# EXHIBIT A (CONT.)

Effective Dates: The first Day of the Month following the Month of the In-Service Date through the termination date determined by ¶6 of this Agreement

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

	Maximum Hourly Obligation ("MHO")												
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Conditions: None



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Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

## **List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG

Apache Nitrogen Products, Inc. #97VV

Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000

Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000

Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013

Arizona Public Service Company OPAS Agreement #OA239000

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

Chemical Lime Company of Arizona #982F

City of Benson, Arizona #982B

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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 Mesa, Arizona FT-1 Agreement #FT2AE000-FT1EPNG

City of Mesa, Arizona FT-1 Agreement #FT2AF000-FTAEPNG

City of Mesa, Arizona FT-1 Agreement #621388-FT1EPNG

City of Mesa, Arizona OPAS Agreement #621131-OPASEPNG

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

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

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New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000

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

Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

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### **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 Electric Power Cooperative, Inc. FT-1 Agreement #618708-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

#### **List of Non-Conforming Negotiated Rate Agreements (continued)**

ETC Marketing, Ltd. FT-1 Agreement #617716-FT1EPNG

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ETC Marketing, Ltd. FT-1 Agreement #617729-FT1EPNG

## **List of Non-Conforming Negotiated Rate Agreements (continued)**

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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

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UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG

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

WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG

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### Third Revised Volume No. 2

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

### Rate Schedules

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

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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

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Section 97	New Mariae Cas Commons Inc. #ET2EV000 ET1EDNC
Section 87 Section 88	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG Comisión Federal de Electricidad #FT3H4000
Section 91	
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 Section 96	Pioneer Natural Resources USA, Inc. #FT3HH000
	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	Sampra Cac & Dower Marketing IIC #615/00 FT1FDNC
	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG
Section 113 Section 114	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG
Section 113 Section 114 Section 115	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG
Section 113 Section 114 Section 115 Section 116	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 123 Section 124	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 113 Section 114 Section 115 Section 116 Section 117 Section 118 Section 119 Section 120 Section 121 Section 122 Section 122	Arizona Public Service Company #613878-FH16EPNG Arizona Public Service Company #613881-FT1EPNG Southwest Gas Corporation #616139-FH3EPNG Southwest Gas Corporation #616140-FT1EPNG WTG Gas Marketing, Inc. #616953-FT1EPNG ETC Marketing, Ltd. #617716-FT1EPNG ETC Marketing, Ltd. #617729-FT1EPNG Arizona Public Service Company #617999-FH8EPNG JBS Tolleson, Inc. #FT2E4000-FT1EPNG Tenaska Marketing Ventures #618294-FT1EPNG Tenaska Marketing Ventures #618295-FT1EPNG ASARCO L.L.C. #FT2QE000-FT1EPNG

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

**B**between

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

**<u>A</u>a**nd

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: December 22, 2017 February 25, 2025

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

### **Transportation Service Agreement**

Rate Schedule FT-1

Dated: December 22, 2017 February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of <u>Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.</u>

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

#### Agreement No. FT2AE000-FT1EPNG

- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service.

  For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.
- 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 Agreement:	Yes	No	Χ	

Agreement No. FT2AE000-FT1EPNG

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

TCD (Dth/d)	Time Period Time Period
	May 1, 2025 through June 30, 2075
8,747	
7,775	April
8,567	May
5,551	June
5,552	July
5,556	August
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	<u>March</u>
7,775	<u>April</u>

11. **Term of Firm Transportation Service:** Beginning: February 1, 2007 Ending: June 30, 20<u>72</u>5

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

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

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA

P.O. Box 1466

-640 North Mesa Drive

P.O. Box 1466

-Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

**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 May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on December 22, 2017. When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2AE000-FT1EPNG (formerly designated as FT2AE000) originally dated February 1, 2007 and last amended and restated by agreement dated July 1, 2014.
- 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.)
- Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

Part VII: Non-Conforming Section 6 - City of Mesa, AZ #FT2AE000-FT1EPNG Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

**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 COMP	ANY, L.L.C.	CITY OF MESA, ARIZONA	
Accepted and agreed to this		Accepted and agreed to this	
day of CITY OF MESA, ARIZONA	, 2025.	day of EL PASO NATURAL GAS C	, 2025. OMPANY, L.L.C.
By Name			<del>own</del>
Title		Date	
		Acce	

Agreement No. FT2AE000-FT1EPNG

#### **EXHIBIT A**

To The
Firn Transportation Service Agreement
Rate Schedule FT-1

**B**between

EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter) and

CITY OF MESA, ARIZONA

(Shipper)

Dated: December 22, 2017 February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075 March 1, 2018 - June 30, 2025

									Maxim	um Quantity-	-D-Code (D	th/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
BLANCO	300714	DMESAPHX	300931	NS3	3,523	2,828	1,531	1,586	1,956	925	875	724	854	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	8,408	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTAT	ION CONTR	RACT DEMAND		14,372	11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880	

Effective Dates: The ISD through June 30, 2075

									Maximu	m Quantity	-D-Code (D	th/d) 1/				
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	<u>Jan</u>	<u>Feb</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	Aug	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>BLANCO</u>	300714	<u>DMESAPHX</u>	300931	NS3	<u>3,371</u>	<u>2,303</u>	<u>1,151</u>	<u>1,336</u>	<u>1,756</u>	<u>725</u>	<u>775</u>	<u>624</u>	<u>654</u>	<u>1,087</u>	<u>1,331</u>	<u>2,931</u>
<u>BONDADST</u>	300724	DMESAPHX	300931	<u>CC1</u>	2,202	<u>1,789</u>	<u>1,492</u>	<u>1,156</u>	<u>1,213</u>	<u>622</u>	<u>644</u>	<u>608</u>	<u>734</u>	<u>1,056</u>	<u>1,610</u>	<u>1,317</u>
<u>KEYSTONE</u>	302132	DMESAPHX	300931	<u>SS1</u>	<u>239</u>	<u>208</u>	<u>1,093</u>	<u>1,376</u>	<u>1,709</u>	<u>1,849</u>	<u>1,860</u>	2,057	<u>1,430</u>	<u>962</u>	<u>895</u>	
<u>WAHA</u>	302404	DMESAPHX	300931	<u>SS1</u>	<u>7,773</u>	<u>6,629</u>	<u>4,631</u>	<u>3,657</u>	<u>3,689</u>	<u>2,155</u>	<u>2,173</u>	<u>2,167</u>	<u>2,325</u>	<u>3,076</u>	<u>4,762</u>	<u>6,161</u>
<u>BONDADST</u>			NS3	<u>152</u>	<u>525</u>	<u>380</u>	<u>250</u>	<u>200</u>	<u>200</u>	<u>100</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>300</u>	<u>471</u>	
<u>WAHA</u>	302404	DCLAUSEN	<u>57252</u>	<u>SS1</u>	<u>635</u>											
TRANSPORTATI	ISPORTATION CONTRACT DEMAND					<u>11,454</u>	<u>8,747</u>	<u>7,775</u>	<u>8,567</u>	<u>5,551</u>	<u>5,552</u>	<u>5,556</u>	<u>5,343</u>	<u>6,381</u>	<u>8,898</u>	<u>10,880</u>

Part VII: Non-Conforming Section 6.1 - City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit A Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

EXHIBIT A

(CONT.)

**EXHIBIT A** 

To The

Firm Transportation Service Agreement

Rate Schedule FT-1

**Between** 

El Paso Natural Gas Company, L.L.C. (Transporter)

and City of Mesa, Arizona (Shipper)

Dated: December 22, 2017

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075 March 1, 2018 - June 30, 2025

								Contra	ct Meter Qu	antity (CI	/IQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA #NO 3 DELIVERY	<u>2,669</u> 5,	<u>2,206</u> 4,4	<u>2,157</u> 4,3	<u>2,286</u> 4,5	2,869 <sub>5,7</sub>	2,1274 <del>,25</del>	<u>1,966</u> 3,9	<u>2,123</u> 4,2	<u>2,084</u> 4,1	<u>2,109</u> 4,21	<u>2,311</u> 4,6	<u>2,786</u> 5,	450	
			<u>MA</u> AZ	<del>338</del>	<del>12</del>	<del>13</del>	<del>71</del>	<del>37</del>	3	<del>32</del>	<del>46</del>	68	8	<del>22</del>	<del>572</del>		
DMESAPHX	300931	334820	GANTZEL DELIVERY METER STATIONPOINT		<u>343</u> 685	<u>383</u> 766	<u>368</u> 735	<u>366</u> 731	<u>380</u> 759	<u>336</u> 672	<u>361</u> 722	<u>369</u> 738	<u>404</u> 807	<u>428</u> 855	7181,4 36	300	
DMESAPHX	300931	330805	MESA #1 AZMARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	PHX 300931 330062 MESA NO#		MESA <u>NO</u> #_2 AZ <u>MARICOPA</u>		5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	330059	CLAUSEN <u>METER</u> #1 <u>PINA</u>	787	525	380	250	200	200	100	100	200	200	300	471	245	
<u>DMESAPHX</u>	300931	<u>55316</u>	SHERWOOD DELIVERY	3,549	<u>2,548</u>	2,539	2,652	3,233	<u>2,505</u>	<u>2,302</u>	<u>2,484</u>	<u>2,453</u>	<u>2,512</u>	2,738	<u>3,504</u>	<u>525</u>	
	CONTRACT METER QUANTITY (CMQ)				11,454	8,747	7,775	8,567	5,551	5,552	5,556	5,343	6,381	8,898	10,880		

Effective Dates: The ISD through June 30, 2075

									Contra	ct Meter C	uantity (C	MQ(s)) 2/						
Ē	Primary Delivery PIN Name	Del PIN	Meter No.	<u>Description</u>	<u>Jan</u>	<u>Feb</u>	March	<u>April</u>	<u>May</u>	June	July	Aug	<u>Sept</u>	Oct	Nov	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/

								Contrac	ct Meter Q	uantity (C	MQ(s)) 2/						
Primary Delivery PIN Name	Del PIN	Meter No.	<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	May	June	July	Aug	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
<u>DMESAPHX</u>			MESA NO 3 DELIVERY MA	2,669	2,206	<u>2,157</u>	<u>2,286</u>	<u>2,869</u>	<u>2,127</u>	<u>1,966</u>	2,123	<u>2,084</u>	<u>2,109</u>	<u>2,311</u>	2,786	<u>450</u>	
DMESAPHX	300931	334820	GANTZEL METER STATION	<u>881</u>	<u>343</u>	<u>383</u>	<u>368</u>	<u>366</u>	<u>380</u>	<u>336</u>	<u>361</u>	<u>369</u>	<u>404</u>	<u>428</u>	<u>718</u>	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	<u>1</u>	<u>1</u>	1	1	1	1	1	<u>1</u>	<u>1</u>	1	1	1	<u>200</u>	
<u>DMESAPHX</u>	300931	330062	MESA NO 2 MARICOPA	<u>6,485</u>	<u>5,831</u>	3,287	<u>2,218</u>	<u>1,898</u>	<u>338</u>	<u>847</u>	<u>487</u>	<u>236</u>	<u>1,155</u>	3,120	3,400	<u>325</u>	
DMESAPHX	300931	<u>55316</u>	SHERWOOD DELIVERY	3,549	<u>2,548</u>	<u>2,539</u>	<u>2,652</u>	3,233	<u>2,505</u>	<u>2,302</u>	<u>2,484</u>	<u>2,453</u>	<u>2,512</u>	<u>2,738</u>	3,504	<u>525</u>	
DCLAUSEN	<u>57252</u>	330059	CLAUSEN METER #1 PINA													<u>245</u>	
	CONT	RACT ME	TER QUANTITY (CMQ(s))	13,585	10,929	<u>8,367</u>	<u>7,525</u>	8,367	<u>5,351</u>	<u>5,452</u>	<u>5,456</u>	<u>5,143</u>	<u>6,181</u>	<u>8,598</u>	10,409		

Agreement No. FT2AE000-FT1EPNG

## EXHIBIT A (CONT.)

#### 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 MAOP of that facility.

Part VII: Non-Conforming Section 6.2 - City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit B Version 7.0.0

Agreement No. FT2AE000-FT1EPNG

#### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: December 22, 2017 February 25, 2025

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	March 1, 2018 - June 30, 2025	_	-	-	-

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates; asmay 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.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	Primary <u>Delivery</u> <u>Point(s)</u>	<u>Effective Dates</u>	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075				
As listed in Exhibit A	As listed in Exhibit A	The ISD through June 30, 2075				

#### 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.
- 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.

Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

**Between** 

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

<u>And</u>

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

## Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

## **Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 25, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service.

  For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

#### Agreement No. FT2AF000-FTAEPNG

- 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
	May 1, 2025 through the termination
	date, as determined by ¶11 of this Agreement
<u>17,762</u>	January
<u>14,206</u>	February
9,722	<u>March</u>
7,442	April
<u>7,340</u>	May
4,022	June
4,020	July
4,012	August
4,401	September
6,041	October
9,826	November
13,464	December

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from May 1, 2025 through April 30, 2026.

After the primary term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. Notices, Statements, and Bills:

To Shipper:

CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive

Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

Part VII: Non-Conforming Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG (formerly designated as FT2AF000), last amended on February 1, 2013.
- Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
- 15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

IN WITNESS HEREOF, the Parties have 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 COMPA	ANY, L.L.C.	CITY OF MESA, ARIZONA	
Accepted and agreed to this		Accepted and agreed to this	
day of	, 2025.	 day of	, 2025.
		Received	

Agreement No. FT2AF000-FTAEPNG

### **EXHIBIT A**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

<u>and</u>

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

									Maximu	m Quantity	-D-Code (D	th/d) 1/				
Primary Receipt PIN Name	Receipt PIN PIN Name PIN Name PIN Name					<u>Feb</u>	<u>March</u>	<u>April</u>	May	<u>June</u>	<u>July</u>	Aug	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>
<u>BLANCO</u>	300714	<u>DMESAPHX</u>	300931	NS2	<u>7,986</u>	<u>6,391</u>	<u>4,861</u>	3,703	<u>3,562</u>	<u>2,418</u>	2,442	2,624	<u>2,477</u>	<u>2,900</u>	<u>4,738</u>	<u>5,678</u>
<u>KEYSTONE</u>	302132	<u>DMESAPHX</u>	300931	<u>SS1</u>	<u>9,776</u>	<u>7,815</u>	<u>4,861</u>	<u>3,739</u>	<u>3,778</u>	<u>1,604</u>	<u>1,578</u>	<u>1,388</u>	<u>1,924</u>	<u>3,141</u>	<u>5,088</u>	<u>7,786</u>
TRANSPORTATI	NSPORTATION CONTRACT DEMAND					14,206	9,722	7,442	7,340	4,022	4,020	4,012	<u>4,401</u>	6,041	9,826	13,464

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

		10D tillough ti							Maxin	num Quan	tity-D-Cod	e (Dth/d) 1/				
Primary Receipt PIN Name	Receipt         PIN         Delivery         PIN           N Name         PIN Name         PIN Name					<u>Feb</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	July	Aug	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>
<u>BLANCO</u>	300714	<u>DMESAPHX</u>	300931	NS2	<u>7,986</u>	<u>6,391</u>	<u>4,861</u>	<u>3,703</u>	<u>3,562</u>	<u>2,418</u>	<u>2,442</u>	<u>2,624</u>	<u>2,477</u>	2,900	<u>4,738</u>	<u>5,678</u>
<u>KEYSTONE</u>	302132	<u>DMESAPHX</u>	300931	<u>SS1</u>	<u>9,306</u>	<u>7,427</u>	<u>4,495</u>	<u>3,505</u>	<u>3,547</u>	<u>1,537</u>	<u>1,515</u>	<u>1,241</u>	<u>1,734</u>	<u>2,902</u>	<u>4,792</u>	<u>7,338</u>
KEYSTONE					<u>470</u>	<u>388</u>	<u>366</u>	<u>234</u>	<u>231</u>	<u>67</u>	<u>63</u>	<u>147</u>	<u>190</u>	<u>239</u>	<u>296</u>	<u>448</u>
TRANSPORTAT	INSPORTATION CONTRACT DEMAND					<u>14,206</u>	9,722	<u>7,442</u>	<u>7,340</u>	4,022	4,020	<u>4,012</u>	<u>4,401</u>	<u>6,041</u>	<u>9,826</u>	13,464

Agreement No. FT2AF000-FTAEPNG

# EXHIBIT A (CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

	Contract Meter Quantity (CMQ(s)) 2/																
Primary Delivery PIN Name	Del PIN	Mete r No.	<u>Description</u>	<u>Jan</u>	<u>Feb</u>	Marc <u>h</u>	<u>April</u>	<u>May</u>	June	July	Aug	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
<u>DMESAPHX</u>	300931	334861	MESA NO 3DELIVERY MA	<u>1,789</u>	<u>1,495</u>	<u>1,060</u>	<u>772</u>	<u>762</u>	<u>384</u>	<u>393</u>	<u>369</u>	<u>419</u>	<u>629</u>	<u>1,023</u>	<u>1,283</u>	<u>300</u>	
<u>DMESAPHX</u>	300931	334820	GANTZEL METER STATION	<u>1,580</u>	<u>1,281</u>	<u>636</u>	<u>502</u>	<u>496</u>	<u>160</u>	<u>153</u>	<u>208</u>	<u>235</u>	<u>305</u>	<u>702</u>	<u>1,169</u>	300	
DMESAPHX	300931	330805	MESA #1MARICOPA	8,342	6,972	<u>4,945</u>	3,603	3,552	<u>1,792</u>	<u>1,830</u>	<u>1,718</u>	<u>1,951</u>	2,933	<u>4,772</u>	<u>5,985</u>	<u>150</u>	
<u>DMESAPHX</u>	300931	330062	MESA NO2MARICOPA	2,213	<u>1,296</u>	1,020	<u>1,057</u>	<u>1,043</u>	<u>1,075</u>	<u>1,036</u>	<u>995</u>	<u>954</u>	<u>1,003</u>	<u>1,309</u>	2,127	<u>250</u>	
<u>DMESAPHX</u>	300931	330059	Clausen Meter #1, PINA	<u>470</u>	<u>388</u>	<u>366</u>	<u>234</u>	<u>231</u>	<u>67</u>	<u>63</u>	<u>147</u>	<u>190</u>	<u>239</u>	<u>296</u>	<u>448</u>	<u>245</u>	
DMESAPHX	300931	<u>55316</u>	SHERWOOD Delivery	<u>3,368</u>	<u>2,774</u>	<u>1,695</u>	<u>1,274</u>	<u>1,256</u>	<u>544</u>	<u>545</u>	<u>575</u>	<u>652</u>	<u>932</u>	<u>1,724</u>	2,452	<u>525</u>	
	CONTRA	ACT MET	ER QUANTITY (CMQ(s))	<u>17,762</u>	14,206	9,722	7,442	<u>7,340</u>	4,022	4,020	<u>4,012</u>	<u>4,401</u>	<u>6,041</u>	<u>9,826</u>	13,464		

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

		Contract Meter Quantity (CMQ(s)) 2/															
Primary Delivery PIN Name	<u>Del</u> <u>PIN</u>	Mete r No.	<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	June	July	Aug	<u>Sept</u>	<u>Oct</u>	Nov	<u>Dec</u>	Delivery Pressur e (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
<u>DMESAPHX</u>	300931	334861	MESA NO 3 DELIVERY MA	<u>1,789</u>	<u>1,495</u>	<u>1,060</u>	<u>772</u>	<u>762</u>	<u>384</u>	<u>393</u>	<u>369</u>	<u>419</u>	<u>629</u>	<u>1,023</u>	<u>1,283</u>	<u>300</u>	
<u>DMESAPHX</u>	300931	334820	GANTZEL METER STATION	<u>1,580</u>	<u>1,281</u>	<u>636</u>	<u>502</u>	<u>496</u>	<u>160</u>	<u>153</u>	<u>208</u>	<u>235</u>	<u>305</u>	<u>702</u>	<u>1,169</u>	<u>300</u>	
<u>DMESAPHX</u>	300931	330805	MESA #1 MARICOPA	<u>8,342</u>	<u>6,972</u>	<u>4,945</u>	<u>3,603</u>	<u>3,552</u>	<u>1,792</u>	<u>1,830</u>	<u>1,718</u>	<u>1,951</u>	2,933	<u>4,772</u>	<u>5,985</u>	<u>150</u>	
<u>DMESAPHX</u>	300931	330062	MESA NO 2 MARICOPA	2,213	<u>1,296</u>	<u>1,020</u>	<u>1,057</u>	<u>1,043</u>	<u>1,075</u>	<u>1,036</u>	<u>995</u>	<u>954</u>	1,003	<u>1,309</u>	<u>2,127</u>	<u>250</u>	
<u>DMESAPHX</u>	300931	<u>55316</u>	SHERWOOD Delivery	<u>3,368</u>	2,774	<u>1,695</u>	<u>1,274</u>	<u>1,256</u>	<u>544</u>	<u>545</u>	<u>575</u>	<u>652</u>	<u>932</u>	<u>1,724</u>	<u>2,452</u>	<u>525</u>	·
DCLAUSEN	<u>57252</u>	57252 330059 CLAUSEN METER #1														<u>245</u>	
	CONTRAC	CT METE	R QUANTITY (CMQ(s))	<u>17,292</u>	<u>13,818</u>	<u>9,356</u>	<u>7,208</u>	<u>7,109</u>	<u>3,955</u>	<u>3,957</u>	<u>3,865</u>	<u>4,211</u>	<u>5,802</u>	9,530	<u>13,016</u>		

Part VII: Non-Conforming Section 35.1 - City of Mesa, AZ #FT2AF000-FTAEPNG Exh A Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

# EXHIBIT A (CONT.)

#### 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 MAOP of that facility.

  Reserved

Part VII: Non-Conforming Section 35.2 - City of Mesa, AZ #FT2AF000-FTAEPNG Exh B Version 4.0.0

Agreement No. FT2AF000-FTAEPNG

#### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 25, 2025

<u>Primary</u> <u>Receipt</u> <u>Point(s)</u>	<u>Primary</u> <u>Delivery</u> <u>Point(s)</u>	Effective Dates	Reservation Rate 1/	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement				
As listed in Exhibit A	As listed in Exhibit A	The ISD through the termination date determined by ¶11 of this Agreement				

#### 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.
- 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

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

<u>Between</u>

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

<u>And</u>

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 26, 2025

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

## <u>Transportation Service Agreement</u>

Rate Schedule FT-1

Dated: February 26, 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: CITY OF MESA, ARIZONA
- 3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.
- (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service.

  For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

Agreement No. 621388-FT1EPNG

- 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
	Commencement Date through the Expiration
	Date, as defined in Paragraph 11 of this Agreement
7 260	Mov
7,369	<u>May</u>
<u>7,183</u>	<u>June</u>
<u>7,287</u>	<u> </u>
<u>7,503</u>	<u>August</u>
<u>7,460</u>	<u>September</u>
<u>7,261</u>	October
<u>4,704</u>	<u>November</u>
4,731	<u>December</u>
<u>4,193</u>	January
4,187	February
5,004	<u>March</u>
6,716	<u>April</u>

11. **Term of Firm Transportation Service:** Beginning: The later of the In-Service Date or May 1, 2025 ("Commencement Date")

Ending: Thirty (30) Years following the Commencement
Date ("Expiration Date")

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

To Shipper:

CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466

Attn: Director, Energy Resources Department

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

Part VII: Non-Conforming Section 46 - City of Mesa, AZ #621388-FT1EPNG Version 4.0.0

Agreement No. 621388-FT1EPNG

13. Effect on Prior Agre	<b>eement(s):</b> N/A.
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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.	CITY OF MESA, ARIZONA
	_
A country of any or of the thirty	^
Accepted and agreed to this	Accepted and agreed to this
day of, 2025.	day of, 2025.

Reserved

Part VII: Non-Conforming Section 46.1 - City of Mesa, AZ #621388-FT1EPNG Exhibit A Version 4.0.0

Agreement No. 621388-FT1EPNG

#### **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 26, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

						Maximum Quantity-D-Code (Dth/d) 1/												
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	<u>Jan</u>	<u>Feb</u>	Marc <u>h</u>	<u>April</u>	<u>May</u>	<u>June</u>	July	Aug	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
<u>PSUPLATL</u>	57253	<u>DCLAUSEN</u>	<u>57252</u>	<u>NA</u>	<u>4,193</u>	<u>4,187</u>	<u>5,004</u>	<u>6,716</u>	<u>7,369</u>	<u>7,183</u>	<u>7,287</u>	<u>7,503</u>	<u>7,460</u>	<u>7,261</u>	<u>4,704</u>	<u>4,731</u>	<u>245</u>	
TRANSPORT	ATION CO	NTRACT DEN		<u>4,193</u>	4,187	5,004	<u>6,716</u>	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731			

#### 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

Part VII: Non-Conforming Section 46.2 - City of Mesa, AZ #621388-FT1EPNG Exhibit B Version 2.0.0

Agreement No. 621388-FT1EPNG

**EXHIBIT B** 

To The

Firm Transportation Service Agreement

Rate Schedule FT-1

between

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

and

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 26, 2025

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

#### 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.
- 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

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

**Between** 

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

**And** 

**CITY OF MESA, ARIZONA** 

(Shipper)

Dated: February 27, 2025

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

## **Operator Point Aggregation Service Agreement**

Rate Schedule OPAS

Dated: February 27, 2025

Dated: February 27, 2025 The Parties identified below, in consideration of their mutual promises, agree as follows: 1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C. DP Operator: CITY OF MESA, ARIZONA 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. 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. Delivery point aggregation service shall be provided in accordance with the Tariff. Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A. D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A. Transporter and DP Operator agree to the use of: The identified D-Code for the purpose of nominating, scheduling, and accounting for gas guantities received by DP Operator at the identified delivery point meters; and The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters. In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS. Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement. 6. Term of Operator Point Aggregation Service: Beginning: January 1, 2025 Ending: December 31, 2025 (This primary term shall not be for a period longer than one year.)

Issued on: March 31, 2025 Effective on: May 1, 2025

notice from one Party to the other upon 365 Days written notice.

This Agreement shall continue in full force and effect year to year thereafter unless terminated by written

Part VII: Non-Conforming Section 54 - City of Mesa, AZ #621131-OPASEPNG Version 2.0.0

Agreement No. 621131-OPASEPNG

7.	Notices and Statements:	
	To DP Operator:  CITY OF MESA, ARIZONA P. O. Box 1466 640 North Mesa Drive Mesa, AZ 85211-1466 Attn: Director, Energy Resources Department	
	To Transporter: See "Points of Contact" in the	e Tariff.
8.	with the changes to be effective on May 1, 20	nt will amend the following agreement between the Parties 025: The Operator Point Aggregation Service Agreement na, referred to as Transporter's Agreement No. 621131-4.
9.	shall govern the validity, construction, interpre-	or expressly agree that the laws of the State of Colorado etation and effect of this Agreement and of the applicable of all applicable rules, regulations, or orders issued by any on.
		nted this Agreement. This Agreement may be executed by reated in all respects as having the same effect as a hand
EL PA	SO NATURAL GAS COMPANY, L.L.C.	CITY OF MESA, ARIZONA
Accept	ted and agreed to this	Accepted and agreed to this
		day of, 2025.
	Re	served

Part VII: Non-Conforming Section 54.1 - City of Mesa, AZ #621131-OPASEPNG Exhibit A Version 2.0.0

Agreement No. 621131-OPASEPNG

#### **EXHIBIT A**

To The

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

between

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

and

### **CITY OF MESA, ARIZONA**

(DP Operator)

Dated: February 27, 2025

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

Effective Dates: May 1, 2025 through the last Day of the Month in which the facilities currently being constructed at a new Delivery Point referred to as DCLAUSEN

are placed in to service (with such date of placement referred to as the "In-Service Date")

	Maximum Delivery Obligation ("MDO")												
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
<u>DMESAPHX</u>	<u>55316</u>	<u>14,620</u>											
<u>DMESAPHX</u>	330059	<u>4,010</u>	<u>3,210</u>	<u>1,980</u>	<u>1,930</u>	<u>1,960</u>	<u>1,070</u>	<u>1,070</u>	<u>1,070</u>	<u>1,090</u>	<u>1,460</u>	<u>2,370</u>	<u>3,030</u>
<u>DMESAPHX</u>	330062	<u>24,310</u>	20,040	<u>14,630</u>	<u>11,510</u>	<u>12,020</u>	<u>7,310</u>	<u>7,310</u>	<u>7,310</u>	<u>7,490</u>	<u>9,530</u>	<u>14,270</u>	<u>18,870</u>
<u>DMESAPHX</u>	<u>330805</u>	<u>15,100</u>	<u>12,600</u>	<u>9,400</u>	<u>7,370</u>	<u>7,700</u>	<u>4,270</u>	<u>4,360</u>	<u>4,100</u>	<u>4,330</u>	<u>6,030</u>	<u>9,100</u>	<u>10,830</u>
<u>DMESAPHX</u>	334820	<u>4,620</u>											
<u>DMESAPHX</u>	334861	10,000	<u>10,000</u>	<u>10,000</u>	10,000	10,000	10,000	10,000	<u>10,000</u>	10,000	10,000	10,000	10,000

	Maximum Hourly Obligation ("MHO")													
<u>D-Code</u>	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h	
<u>DMESAPHX</u>	<u>55316</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	
<u>DMESAPHX</u>	330059	<u>168</u>	<u>134</u>	<u>83</u>	<u>81</u>	<u>82</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>46</u>	<u>61</u>	<u>99</u>	<u>127</u>	
<u>DMESAPHX</u>	330062	<u>1,013</u>	<u>835</u>	<u>610</u>	<u>480</u>	<u>501</u>	<u>305</u>	<u>305</u>	<u>305</u>	<u>313</u>	<u>398</u>	<u>595</u>	<u>787</u>	
<u>DMESAPHX</u>	330805	<u>630</u>	<u>525</u>	<u>392</u>	<u>308</u>	<u>321</u>	<u>178</u>	<u>182</u>	<u>171</u>	<u>181</u>	<u>252</u>	<u>380</u>	<u>452</u>	
<u>DMESAPHX</u>	<u>334820</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	
<u>DMESAPHX</u>	<u>334861</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	417	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	

Part VII: Non-Conforming Section 54.1 - City of Mesa, AZ #621131-OPASEPNG Exhibit A Version 2.0.0

Agreement No. 621131-OPASEPNG

# EXHIBIT A (CONT.)

Effective Dates: The first Day of the Month following the Month of the In-Service Date through the termination date determined by ¶6 of this Agreement

	Maximum Delivery Obligation ("MDO")													
<u>D-Code</u>	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d	
<u>DMESAPHX</u>	<u>55316</u>	<u>14,620</u>	14,620											
DMESAPHX	330062	<u>24,310</u>	20,040	<u>14,630</u>	<u>11,510</u>	<u>12,020</u>	<u>7,310</u>	<u>7,310</u>	<u>7,310</u>	<u>7,490</u>	<u>9,530</u>	<u>14,270</u>	<u>18,870</u>	
<u>DMESAPHX</u>	330805	<u>15,100</u>	<u>12,600</u>	9,400	<u>7,370</u>	<u>7,700</u>	<u>4,270</u>	<u>4,360</u>	<u>4,100</u>	<u>4,330</u>	6,030	<u>9,100</u>	10,830	
<u>DMESAPHX</u>	334820	<u>4,620</u>												
<u>DMESAPHX</u>	334861	10,000	10,000	10,000	<u>10,000</u>	<u>10,000</u>	10,000	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	10,000	

Maximum Hourly Obligation ("MHO")													
<u>D-Code</u>	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
<u>DMESAPHX</u>	<u>55316</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>	<u>610</u>
<u>DMESAPHX</u>	330062	<u>1,013</u>	<u>835</u>	<u>610</u>	<u>480</u>	<u>501</u>	<u>305</u>	<u>305</u>	<u>305</u>	<u>313</u>	<u>398</u>	<u>595</u>	<u>787</u>
<u>DMESAPHX</u>	330805	<u>630</u>	<u>525</u>	<u>392</u>	<u>308</u>	<u>321</u>	<u>178</u>	<u>182</u>	<u>171</u>	<u>181</u>	<u>252</u>	<u>380</u>	<u>452</u>
<u>DMESAPHX</u>	334820	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>	<u>193</u>
<u>DMESAPHX</u>	<u>334861</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>	<u>417</u>

Conditions: None

Reserved