



August 25, 2026

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

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

Re: Non-Conforming Agreements Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP26-

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 September 1, 2026, these tariff records update EPNG's Tariff to reflect amendments to two existing firm transportation service agreements ("TSAs") with the City of Mesa, Arizona ("City of Mesa"). Additionally, EPNG is proposing to include a new operator point aggregation service agreement ("OPASA") with City of Mesa in the Tariff. Collectively, these three agreements shall be referred to herein as the "Mesa Package". EPNG respectfully requests a waiver of the notice requirement to effectuate the September 1, 2026 effective date, as discussed below.

Background

EPNG's Tariff includes Agreement Nos. FT2AE000-FT1EPNG and FT2AF000-FTAEPNG, agreements with City of Mesa that reflect a varying transportation contract demand and previously accepted non-conforming provisions (collectively these current TSAs are referred to herein as the "Mesa TSAs"). The Mesa TSAs each include a non-conforming provision addressing the applicability (or inapplicability) of Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 to the underlying agreement.¹

¹ 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). With regard to the Mesa TSAs, Agreement No. FT2AF000-FTAEPNG includes a non-conforming provision stating that Article 11.2 applies

Additionally, the Mesa TSAs include previously accepted non-conforming provisions regarding the construction of additional facilities to provide transportation service to City of Mesa at a location on EPNG's Line No. 2026.

Further, City of Mesa's current OPASA (i.e., Agreement No. 621131-OPASEPNG) is reflected in the Tariff with previously accepted non-conforming provisions that align with the construction of additional facilities described in the Mesa TSAs. The provisions in the OPASA specify the effective dates applicable to a set of Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") in effect prior to the removal of a certain delivery meter from an existing delivery code ("D-Code") and a separate set of MDOs and MHOs to become effective following the completion of the upgrade to the meter facilities for a newly formed D-Code.

Reason for Filing

On July 24, 2025, the Commission approved EPNG's expansion of the Maricopa Lateral in Docket No. CP24-520-000 to provide an annual average of 50,517 dekatherms per day ("Dth/d") of incremental firm transportation capacity ("New Firm Service") that is expected to be in service by September 1, 2026. Additionally, EPNG held an open season in 2026 and awarded firm service for an annual average of 23,291 Dth/d on the Maricopa Lateral ("Supplemental Service").

To provide the New Firm Service and the Supplemental Service (collectively, "Incremental Maricopa Capacity") and to ensure continued firm service reliability, revisions to City of Mesa's D-Codes, MDOs and MHOs as well as the D-Codes, MDOs and MHOs of other DP Operators in the area were necessary.² Therefore, changes were incorporated in a new OPASA³ for City of Mesa and the relevant TSAs with a proposed effective date of September 1, 2026, to coincide with the anticipated in-service date of the expansion of the Maricopa Lateral.

As relevant here, City of Mesa's existing D-Code of DMESA PHX was modified to remove certain meters and include those meters in a newly established D-Code (i.e., DMESA EVL). The new DMESA EVL D-Code will prevent the undue reliance on displacement to serve meters that are not located on the Maricopa Lateral or the Phoenix lateral system, thereby supporting firm service reliability.

to the TSA, while Agreement No. FT2AE000-FT1EPNG includes a non-conforming provision stating that Article 11.2 does not apply to the TSA.

² See Sections 2.5(d) and 6 of Rate Schedule OPAS of EPNG's Tariff.

³ City of Mesa's new OPASA (Agreement No. 623552-OPASEPNG) constitutes the underlying agreement upon which the modifications reflected in the TSAs are based. Therefore, should the Commission require modifications to the new OPASA, not accept the new OPASA, or require an effective date other than the one requested, the parties may be required to modify the relevant TSAs as well.

In accordance with Section 154.112(b) of the Commission's regulations⁴ and the Commission's policy statement regarding negotiated rates,⁵ EPNG is submitting the Mesa Package for the Commission's review and acceptance. Each of the agreements comprising the Mesa Package contains non-conforming provisions that are not included in the applicable Form of Service Agreement for Rate Schedules FT-1 or OPAS ("Pro Forma").

Description of Agreements

Given the prior submissions of the Mesa TSAs to the Commission and the Commission's acceptances of such agreements,⁶ EPNG has described below only those non-conforming provisions that are new with the Mesa Package for the Commission's review and acceptance.⁷ To assist with this review, Appendix B includes the agreements comprising the Mesa Package marked for provisions that do not conform to the relevant Pro Forma and the marked tariff records submitted herewith reflect the changes from the current agreements.

OPASA Effective Dates

EPNG's Pro Forma for Rate Schedule OPAS provides fill-in-the-blanks on Exhibit A for dates relevant to the MDOs and MHOs. With the City of Mesa's new OPASA (Agreement No. 623552-OPASEPNG), the Exhibit A language includes the additional data element of "Effective Dates" as is shown in City of Mesa's current OPASA (Agreement No. 621131-OPASEPNG). The inclusion of this data element is used to delineate between the set of MDOs and MHOs in effect prior to the removal of the Clausen No. 1 delivery meter from the DMESA PHX D-Code and a separate set of MDOs and MHOs to become effective following the completion of the upgrade to the meter facilities for the newly formed DCLAUSEN D-Code. Though this "Effective Date" language is non-conforming, the two sets of primary MDO and MHO levels for the different time periods reflect the agreement of the parties, while not adversely affecting another operator. As shown on the attached marked tariff records, the non-conforming language for the Effective Dates is the same (with the exception of the commencement date of September

⁴ 18 C.F.R. § 154.112(b) (2025).

⁵ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

⁶ See *El Paso Natural Gas Co.*, Docket No. RP07-361-000 (Apr. 17, 2007) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP25-790-000 (Apr. 16, 2025) (unpublished letter order).

⁷ EPNG has not described the non-conforming provisions regarding construction or the applicability of Article 11.2 found in the Mesa Package as such provisions remain unaltered since their previous acceptance by the Commission.

1, 2026) as previously filed with and accepted by the Commission for City of Mesa's current OPASA.⁸

Description of Filing

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.⁹

Part I, Section 1 updates the Tariff Table of Contents to include Agreement No. 623552-OPASEPNG and to remove references to the current City of Mesa OPASA. Similarly, the index page for Part VII is modified to reflect these same updates.¹⁰

Part VII, Sections 6.0 – 6.2 and 35.0 – 35.2 reflect the amendments to City of Mesa's Agreement Nos. FT2AE000-FT1EPNG and FT2AF000-FTAEPNG. Additionally, Part VII, Sections 54.0 – 54.1 are updated to reflect the removal of City of Mesa's current OPASA and the inclusion of the new OPASA.¹¹

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹² EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, marked versions of the agreements in the Mesa Package, reflecting changes from the applicable Pro Forma;
- d) Appendix C, executed copies of the agreements in the Mesa 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 September 1, 2026,

⁸ See *El Paso Natural Gas Co.*, Docket No. RP07-361-000 (Apr. 17, 2007) (unpublished letter order).

⁹ 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

¹⁰ Currently, the tariff records for Part I, Section 1 and the index for Part VII remain pending before the Commission in Docket No. RP26-1069-000. Those tariff records reflect updates to the lists for non-conforming agreements effective September 1, 2026. For purposes of this instant filing, the tariff records proposed herein include the modifications proposed in the aforementioned proceeding. Should that filing not be accepted by the Commission, EPNG will file to modify the tariff records proposed herein.

¹¹ Agreement No. 623552-OPASEPNG supersedes and cancels in its entirety Agreement No. 621131-OPASEPNG.

¹² 18 C.F.R. §§ 154.1 – 154.603 (2025).

consistent with the effective date of the Mesa Package and the anticipated date of the agreements for the Incremental Maricopa Capacity. Moreover, the agreements comprising the Mesa Package have only recently been executed by the parties. As such, EPNG requests the Commission waive the notice requirements for good cause shown as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.¹³ With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record into effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

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

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

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

¹³ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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 regulations.

Dated at Colorado Springs, Colorado as of this 25th day of August 2026.

/s/

Shelly L. Busby

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1.0	Table of Contents	Version 114.0.0
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Part VII: Non-Conforming Agreements (index)

Version 107.0.0

Section 6.0	City of Mesa, AZ #FT2AE000-FT1EPNG	Version 8.0.0
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Section 6.1	City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit A	Version 8.0.0
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Section 6.2	City of Mesa, AZ #FT2AE000-FT1EPNG Exhibit B	Version 8.0.0
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Section 35.0	City of Mesa, AZ #FT2AF000-FTAEPNG	Version 5.0.0
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Section 35.1	City of Mesa, AZ #FT2AF000-FTAEPNG Exhibit A	Version 5.0.0
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Section 35.2	City of Mesa, AZ #FT2AF000-FTAEPNG Exhibit B	Version 5.0.0
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Section 54.0	City of Mesa, AZ #623552-OPASEPNG	Version 3.0.0
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Section 54.1	City of Mesa, AZ #623552-OPASEPNG Exhibit A	Version 3.0.0
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Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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 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 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.

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
	September 1, 2026 through June 30, 2075
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March
7,775	April
8,567	May
5,551	June
5,552	July
5,556	August

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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on February 25, 2025.
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

_____ day of _____, 2026.

Accepted and agreed to this

_____ day of _____, 2026.

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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 through the earlier of the Day before the ISD or June 30, 2025

					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	539	875	588	437	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	1,309	1,532										
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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: The ISD through 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	3,371	2,303	1,151	1,336	1,756	339	775	488	237	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	674	1,532										
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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 Date: September 1, 2026 through the earlier of the Day before the ISD or June 30, 2075

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
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	
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

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
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	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
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:

- 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.

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: August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i>Electric Power Cost 4/</i>
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.
- 4/ EPC 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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 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 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.

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

September 1, 2026 through the termination date, as determined by ¶11 of this Agreement

4,401	September
6,041	October
9,826	November
13,464	December
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from September 1, 2026 through August 31, 2027.

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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG, last amended on February 25, 2025.
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 _____, 2026.

_____ day of _____, 2026.

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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 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	3,039	2,265	1,470	1,191	1,264	516	487	236	618	1,275	1,639	2,882
KEYSTONE	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

					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	2,569	1,877	1,104	957	1,033	449	424	89	428	1,036	1,343	2,434
KEYSTONE	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
KEYSTONE	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

**EXHIBIT A
(CONT.)**

Effective Dates: September 1, 2026 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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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 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	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
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/																
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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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	
DCLAUSEN	57252	330059	Clausen Meter #1, PINA													245	
CONTRACT 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		

**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.

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: August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i>Electric Power Cost 4/</i>
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.

- 4/ EPC 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.

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: August 12, 2026

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: September 1, 2026
Ending: August 31, 2027
(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 supersede and cancel in its entirety the following agreement between the Parties effective September 1, 2026: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, last amended on February 27, 2025.
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 _____, 2026.

_____ day of _____, 2026.

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: August 12, 2026

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: September 1, 2026 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	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
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	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	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 ¶16 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	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
DMESAPHX	330062	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.

**Conditions: Because the Transporter and a third-party pipeline deliver natural gas quantities using the same lateral, the MDO quantity and MHO quantity specified are applicable to quantities attributable to deliveries only from Transporter for managing reliability.

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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.

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

September 1, 2026 through June 30, 2075

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

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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on February 25, 2025.
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

Will W. Brown

Will W. Brown

Chief Commercial Officer-West

Accepted and agreed to this

8/18/2026

_____ day of _____, 2026.

Marc Heirshberg

Marc Heirshberg

Assistant City Manager

Accepted and agreed to this

_____ day of August, 2026.

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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 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	539	875	588	437	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	1,309	1,532										
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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: The ISD through 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	3,371	2,303	1,151	1,336	1,756	339	775	488	237	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	674	1,532										
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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 Date: September 1, 2026 through the earlier of the Day before the ISD or June 30, 2075

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
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	
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

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
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	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
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:

- 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) 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: August 12, 2026

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/	Electric Power Cost 4/
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.
- 4/ EPC 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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.

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
	September 1, 2026 through the termination date, as determined by ¶11 of this Agreement
4,401	September
6,041	October
9,826	November
13,464	December
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from September 1, 2026 through August 31, 2027.
- 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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG, last amended on February 25, 2025.
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

Will W. Brown

Will W. Brown

Chief Commercial Officer-West

Accepted and agreed to this

8/18/2026

_____ day of _____, 2026.

Marc Heirshberg

Marc Heirshberg

Assistant City Manager

Accepted and agreed to this

18 day of August, 2026.

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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 through the earlier of the Day before 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	3000931	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	3000931	SS1	3,039	2,265	1,470	1,191	1,264	516	487	236	618	1,275	1,639	2,882
KEYSTONE	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

					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	2,569	1,877	1,104	957	1,033	449	424	89	428	1,036	1,343	2,434
KEYSTONE	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
KEYSTONE	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

EXHIBIT A
(CONT.)

Effective Dates: September 1, 2026 through the earlier of the Day before 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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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 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	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
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/																	
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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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	
DCLAUSEN	57252	330059	Clausen Meter #1, PINA													245	
CONTRACT 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		

**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.

EXHIBIT B

To The

Firm Transportation Service Agreement

Rate Schedule FT-1

between

and

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

CITY OF MESA, ARIZONA

(Shipper)

Dated: August 12, 2026

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/	Electric Power Cost 4/
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.
- 4/

EPC 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.

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: August 12, 2026

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: September 1, 2026
Ending: August 31, 2027
(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 supersede and cancel in its entirety the following agreement between the Parties effective September 1, 2026: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, last amended on February 27, 2025.

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

Will W. Brown

Will W. Brown

Chief Commercial Officer-West

Accepted and agreed to this

8/18/2026

_____ day of _____, 2026.

Marc Heirshberg

Marc Heirshberg

Assistant City Manager

Accepted and agreed to this

18 day of August, 2026.

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: August 12, 2026

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: September 1, 2026 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	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
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	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	288	497
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	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 ¶16 of this Agreement

D-Code	Meter PIN	Maximum Delivery Obligation ("MDO")											
		Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
DMESAPHX	330062	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	10,000

D-Code	Meter PIN	Maximum Hourly Obligation ("MHO")											
		Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.

**Conditions: Because the Transporter and a third-party pipeline deliver natural gas quantities using the same lateral, the MDO quantity and MHO quantity specified are applicable to quantities attributable to deliveries only from Transporter for managing reliability.

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List of Non-Conforming Agreements

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

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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~~623552-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,
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Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association 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, 1997 MGI Supply, Ltd. IT-1
Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. FT-1 Agreement #620798-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620796-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620797-FT1EPNG
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

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-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT39E000-FT1EPNG
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
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
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG

List of Non-Conforming Negotiated Rate Agreements (continued)

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

Third Revised Volume No. 2

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	Reserved
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	Arizona Electric Power Cooperative #618708-FT1EPNG
Section 10	Reserved
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #620798-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #620796-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #620797-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000-FT1EPNG
Section 30	Arizona Public Service Company #FT39E000-FT1EPNG
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	City of Mesa, Arizona #FT2AF000-FTAEPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	City of Mesa, Arizona #621388-FT1EPNG
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Reserved
Section 52	Reserved
Section 54	City of Mesa, Arizona #621131 <u>#623552</u> -OPASEPNG
Section 55	City of Plains, Texas Letter Agreement
Section 56	Reserved
Section 57	City of Morton, Texas Letter Agreement
Section 58	Reserved
Section 59	City of McLean, Texas Letter Agreement
Section 60	Reserved
Section 61	City of Denver City, Texas Letter Agreement
Section 62	Reserved
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	Reserved
Section 65	City of Dumas, Texas Letter Agreement
Section 66	Reserved
Section 67	Village of Corona, NM Letter Agreement
Section 68	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	Reserved
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	Reserved
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	Reserved
Section 78	JPMorgan Chase Bank, N.A. #620901-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Reserved
Section 96	Reserved
Section 97	Reserved
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Reserved
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Reserved
Section 102	Reserved
Section 103	Reserved
Section 104	Reserved
Section 105	Reserved
Section 106	Reserved
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	ETC Marketing, Ltd. #617716-FT1EPNG
Section 118	ETC Marketing, Ltd. #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

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~~August 12, 2026

Agreement No. FT2AE000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~February 25, 2025~~ August 12, 2026

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.

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 _____ No X
10. **Transportation Contract Demand ("TCD"):**

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
	<u>May 1, 2025</u> <u>September 1, 2026</u> through June 30, 2075
<u>8,567</u>	<u>May</u>
<u>5,551</u>	<u>June</u>
<u>5,552</u>	<u>July</u>
<u>5,556</u>	<u>August</u>
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March
7,775	April
<u>8,567</u>	<u>May</u>
<u>5,551</u>	<u>June</u>
<u>5,552</u>	<u>July</u>
<u>5,556</u>	<u>August</u>

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

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 ~~a~~Agreement will amend the following agreement between the Parties with the changes to be effective on ~~May 1, 2025~~September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on ~~December 22, 2017~~February 25, 2025.
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 _____, 202~~6~~5.

_____ day of _____, 202~~6~~5.

Agreement No. FT2AE000-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 25, 2025~~ August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~May 1, 2025~~ September 1, 2026 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
TRANSPORTATION 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

					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	539	875	588	437	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	1,309	1,532										
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	

Issued on: August 25, 2026

Effective on: September 1, 2026

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>											
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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: The ISD through June 30, 2075

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
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											
TRANSPORTATION 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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	339	775	488	237	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	674	1,532										
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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

Agreement No. FT2AE000-FT1EPNG

**EXHIBIT A
(CONT.)**

Effective Dates: May 1, 2025 September 1, 2026 through the earlier of the Day before the ISD or June 30, 2075

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
DMESAPH X	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPH X	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	
DMESAPH X	300931	330059	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
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		

Primary Delivery PIN Name	De l PIN	Me ter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Deliv ery Pres sure (p.s.i .g) Not less than 3/	Deliv ery Pres sure (p.s.i .g) Not great er than 3/
				Ja n	Fe b	Ma rch	Apri l	Ma y	Jun e	Jul y	Au g	Se pt	Oct	No v	D ec		
DMESA PHX	30093 4	33486 4	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	
DMESA PHX	30093 4	33482 0	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESA PHX	30093 4	33080 5	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESA PHX	30093 4	33006 2	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	

Issued on: August 25, 2026

Effective on: September 1, 2026

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DMESA PHX	30093 4	33005 9	CLAUSEN METER #1-PINA	787	525	380	250	200	200	400	400	200	200	300	474	245	
DMESA PHX	30093 4	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	
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

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
DMESAPH X	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPH X	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	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
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		

Contract Meter Quantity (CMQ(s)) 2/																	
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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	
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		

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.

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~~ August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i><u>Electric Power Cost 4/</u></i>
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 <u>September 1, 2026</u> 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.

4/ EPC 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.

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~~August 12, 2026

Agreement No. FT2AF000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~February 25, 2025~~ August 12, 2026

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~~September 1, 2026 through the
termination
date, as determined by ¶11 of this Agreement

<u>4,401</u>	<u>September</u>
<u>6,041</u>	<u>October</u>
<u>9,826</u>	<u>November</u>
<u>13,464</u>	<u>December</u>
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August
<u>4,401</u>	<u>September</u>
<u>6,041</u>	<u>October</u>
<u>9,826</u>	<u>November</u>
<u>13,464</u>	<u>December</u>

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from ~~May 1, 2025~~September 1, 2026 through ~~April 30, 2026~~August 31, 2027.

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

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

Part VII: Non-Conforming
Section 35 - City of Mesa, AZ #FT2AF000-FTAEPNG
Version 5.0.0

640 North Mesa Drive
Mesa, AZ 85211-1466
Attn: Director, Energy Resources Department

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

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 September 1, 2026~~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 25~~1~~, 2026~~25~~.
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 _____, 2026~~5~~.

_____ day of _____, 2026~~5~~.

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~~ August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~May 1, 2025~~ September 1, 2026 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
TRANSPORTATION 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

					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	3,039	2,265	1,470	1,191	1,264	516	487	236	618	1,275	1,639	2,882
KEystone	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

					Maximum Quantity-D-Code (Dth/d) 1/											
--	--	--	--	--	------------------------------------	--	--	--	--	--	--	--	--	--	--	--

Issued on: August 25, 2026

Effective on: September 1, 2026

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	9,306	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
TRANSPORTATION 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
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	2,569	1,877	1,104	957	1,033	449	424	89	428	1,036	1,343	2,434
KEystone	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
KEystone	302132	DMESAEVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

Agreement No. FT2AF000-FTAEPNG

**EXHIBIT A
(CONT.)**

Effective Dates: May 1, 2025September 1, 2026 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	300934	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	300934	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300934	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	300934	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	300934	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
DMESAPHX	300934	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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		

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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
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/																	
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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	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	
CONTRACT 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		

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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD-Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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	
DCLAUSEN	57252	330059	Clausen Meter #1. PINA													245	
CONTRACT 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		

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.

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~~ August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i><u>Electric Power Cost 4/</u></i>
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 <u>September 1, 2026</u> 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.

4/ EPC 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.

Agreement No. ~~621434~~623552-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~~August 12, 2026

Agreement No. ~~621434~~623552-OPASEPNG

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

Dated: ~~February 27, 2025~~August 12, 2026

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~~September 1, 2026
Ending: ~~December 31, 2025~~August 31, 2027
(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.

Agreement No. ~~621131~~623552-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-supersede and cancel in its entirety~~ the following agreement between the Parties ~~with the changes to be effective on May~~September 1, 2025: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, last amended on February 27, 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 _____, 202~~5~~6.

_____ day of _____, 202~~5~~6.

Agreement No. ~~621434~~623552-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~~August 12, 2026

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~~September 1, 2026 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	4,040	3,240	1,980	1,930	1,960	1,070	1,070	1,070	1,090	1,460	2,370	3,030
DMESAPHX	330062	24,340	20,040	14,630	11,540	12,020	7,340	7,340	7,340	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,400	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	640	640	640	640	640	640	640	640	640	640	640	640
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	1,013	835	640	480	504	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	324	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

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
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	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513

Issued on: August 25, 2026

Effective on: September 1, 2026

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

Agreement No. ~~621434~~623552-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	504	305	305	313	398	595	787	
DMESAPHX	330805	630	525	392	308	321	182	174	184	252	380	452	
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
DMESAPHX	330062	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

Conditions: None

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.

**Conditions: Because the Transporter and a third-party pipeline deliver natural gas quantities using the same lateral, the MDO quantity and MHO quantity specified are applicable to quantities attributable to deliveries only from Transporter for managing reliability.

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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

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 #623552-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
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, 1997 MGI Supply, Ltd. IT-1
Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. FT-1 Agreement #620798-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620796-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620797-FT1EPNG
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

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-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT39E000-FT1EPNG
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
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
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG

List of Non-Conforming Negotiated Rate Agreements (continued)

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

Third Revised Volume No. 2

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	Reserved
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	Arizona Electric Power Cooperative #618708-FT1EPNG
Section 10	Reserved
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #620798-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #620796-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #620797-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000-FT1EPNG
Section 30	Arizona Public Service Company #FT39E000-FT1EPNG
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	City of Mesa, Arizona #FT2AF000-FTAEPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	City of Mesa, Arizona #621388-FT1EPNG
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Reserved
Section 52	Reserved
Section 54	City of Mesa, Arizona #623552-OPASEPNG
Section 55	City of Plains, Texas Letter Agreement
Section 56	Reserved
Section 57	City of Morton, Texas Letter Agreement
Section 58	Reserved
Section 59	City of McLean, Texas Letter Agreement
Section 60	Reserved
Section 61	City of Denver City, Texas Letter Agreement
Section 62	Reserved
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	Reserved
Section 65	City of Dumas, Texas Letter Agreement
Section 66	Reserved
Section 67	Village of Corona, NM Letter Agreement
Section 68	Reserved
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Reserved
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	Reserved
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	Reserved
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	Reserved
Section 78	JPMorgan Chase Bank, N.A. #620901-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Reserved
Section 96	Reserved
Section 97	Reserved
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Reserved
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Reserved
Section 102	Reserved
Section 103	Reserved
Section 104	Reserved
Section 105	Reserved
Section 106	Reserved
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	ETC Marketing, Ltd. #617716-FT1EPNG
Section 118	ETC Marketing, Ltd. #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

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: August 12, 2026

Agreement No. FT2AE000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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.

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 _____ No X
10. **Transportation Contract Demand ("TCD"):**

TCD
(Dth/d)

Time Period
September 1, 2026 through June 30, 2075

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

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

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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on February 25, 2025.
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

_____ day of _____, 2026.

Accepted and agreed to this

_____ day of _____, 2026.

Agreement No. FT2AE000-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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 through the earlier of the Day before the ISD or June 30, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS3	3,523	2,828	1,531	1,586	1,956	539	875	588	437	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEystone	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	1,309	1,532										
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEystone	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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: The ISD through June 30, 2075

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DMESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	339	775	488	237	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	883	143		73			69	1,610	470
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	645								180	
WAHA	302404	DMESAPHX	300931	SS1	674	1,532										
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
BLANCO	300714	DMESAEVL	58299	NS3						386		136	417			
BONDADST	300724	DMESAEVL	58299	CC1				273	1,070	622	571	608	734	987		847
KEYSTONE	302132	DMESAEVL	58299	SS1			448	1,376	1,709	1,849	1,860	2,057	1,430	962	715	
WAHA	302404	DMESAEVL	58299	SS1	7,099	5,097	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION 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

Agreement No. FT2AE000-FT1EPNG

**EXHIBIT A
(CONT.)**

Effective Date: September 1, 2026 through the earlier of the Day before the ISD or June 30, 2075

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
DMESAPH X	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPH X	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	
DMESAPH X	300931	330059	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
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

				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/
DMESAEVL	58299	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	
DMESAEVL	58299	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAEVL	58299	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	
DMESAPH X	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPH X	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	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
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		

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.

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: August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i>Electric Power Cost 4/</i>
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.
- 4/ EPC 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.

Issued on: August 25, 2026

Effective on: September 1, 2026

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: August 12, 2026

Agreement No. FT2AF000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 12, 2026

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

September 1, 2026 through the termination
date, as determined by ¶11 of this Agreement

4,401	September
6,041	October
9,826	November
13,464	December
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August

11. **Term of Firm Transportation Service:** The primary term of this Agreement shall be from September 1, 2026 through August 31, 2027.

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.

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 September 1, 2026: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG, last amended on February 25, 2025.
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 _____, 2026.

_____ day of _____, 2026.

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: August 12, 2026

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2026 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	3,039	2,265	1,470	1,191	1,264	516	487	236	618	1,275	1,639	2,882
KEystone	302132	DMESA EVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

					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	2,569	1,877	1,104	957	1,033	449	424	89	428	1,036	1,343	2,434
KEystone	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
KEystone	302132	DMESA EVL	58299	SS1	6,737	5,550	3,391	2,548	2,514	1,088	1,091	1,152	1,306	1,866	3,449	4,904
TRANSPORTATION 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

Issued on: August 25, 2026

Effective on: September 1, 2026

Agreement No. FT2AF000-FTAEPNG

**EXHIBIT A
(CONT.)**

Effective Dates: September 1, 2026 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/															Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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 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	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
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/																
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/
DMESAEVL	58299	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAEVL	58299	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAEVL	58299	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
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	
DCLAUSEN	57252	330059	Clausen Meter #1, PINA													245	
CONTRACT 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		

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.

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: August 12, 2026

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>	<i>Electric Power Cost 4/</i>
As listed in Exhibit A	As listed in Exhibit A	September 1, 2026 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.
- 4/ EPC 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.

Issued on: August 25, 2026

Effective on: September 1, 2026

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

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

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: August 12, 2026

Agreement No. 623552-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: August 12, 2026

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: September 1, 2026
Ending: August 31, 2027
(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.

Agreement No. 623552-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 supersede and cancel in its entirety the following agreement between the Parties effective September 1, 2026: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, last amended on February 27, 2025.
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

_____ day of _____, 2026.

Accepted and agreed to this

_____ day of _____, 2026.

Agreement No. 623552-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: August 12, 2026

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: September 1, 2026 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	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
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	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

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**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	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAEVL	55316	13,836	10,647	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	11,912
DMESAPHX	330062	17,041	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAPHX	330805	15,100	14,100	9,253	6,879	6,494	3,206	3,714	3,201	3,142	5,092	9,202	11,513
DMESAEVL	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
DMESAEVL**	58399/ 334861*	10,000	10,000	8,470	7,854	8,982	6,100	5,695	6,120	6,212	6,891	8,926	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	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAEVL	55316	577	444	353	328	375	255	238	255	259	288	372	497
DMESAPHX	330062	711	588	386	287	271	134	155	134	131	213	384	480
DMESAPHX	330805	630	588	386	287	271	134	155	134	131	213	384	480
DMESAEVL	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAEVL**	58399/ 334861*	417	417	353	328	375	255	238	255	259	288	372	417

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.

**Conditions: Because the Transporter and a third-party pipeline deliver natural gas quantities using the same lateral, the MDO quantity and MHO quantity specified are applicable to quantities attributable to deliveries only from Transporter for managing reliability.