



November 25, 2025

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

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

Re: Negotiated Rate Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP26-

Commissioners:

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

Section 33.1 Southern California Gas #615178-FT1EPNG Exh A Version 37.0.0
Section 33.2 Southern California Gas #615178-FT1EPNG Exh B Version 35.0.0

Proposed with an effective date of December 1, 2025, these tariff records update EPNG's Tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Southern California Gas Company ("SoCal"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the December 1, 2025 effective date, as discussed below.

Background

EPNG's Tariff includes Agreement No. 615178-FT1EPNG, a non-conforming, fixed negotiated rate agreement with SoCal. Among other things, this TSA reflects the application of a negotiated rate at various primary and alternate points. Since the initial acceptance of the tariff records reflecting the TSA,¹ SoCal has redesignated primary points consistent with EPNG's Tariff. Currently, the tariff

¹ *El Paso Natural Gas Co.*, Docket No. RP21-1107-000 (Oct. 12, 2021) (unpublished letter order).

records reflecting the subject TSA include a point redesignation that was accepted by the Commission on November 14, 2025.²

Reason for Filing

Pursuant to General Terms and Conditions (“GT&C”) Section 8.1(f)(iii) of EPNG’s Tariff, firm shippers may request to temporarily or permanently redesignate primary point rights to any rate zone subject to certain procedures. In the case of a temporary redesignation, a firm shipper may request to redesignate a primary point on its TSA for a period of three months or less and, in the same request, simultaneously redesignate back to the original primary point at the end of the redesignation period.³ An acceptance of a redesignation request by EPNG constitutes an amendment of the TSA and an executed paper copy is unnecessary to amend the TSA as described in GT&C Section 8.1(f)(iii)(F).

Recently, SoCal submitted a request to temporarily redesignate capacity rights from its primary receipt point of KEYSTONE (PIN 302132) to IRAMSEYS (PIN 800908) on Agreement No. 615178-FT1EPNG during the period December 1, 2025 through December 31, 2025, as indicated on the attached tariff records. Currently, IRAMSEYS is listed as primary receipt point at which the negotiated rate specified in the TSA applies. SoCal’s request was accepted by EPNG and, therefore, Agreement No. 615178-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁴ Given that SoCal’s temporary redesignation request affects a non-conforming, negotiated rate agreement, EPNG is proposing to update the relevant tariff records to reflect the receipt point modification and the applicable time period.⁵ No other changes to the TSA have been made.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2025) and Part 154, Subpart C of the Commission’s regulations.⁶

Part VII, Sections 33.1 and 33.2 are updated to reflect a receipt point redesignation from KEYSTONE to IRAMSEYS for the period December 1, 2025 through December 31, 2025 for SoCal’s Agreement No. 615178-FT1EPNG.

² *El Paso Natural Gas Co.*, Docket No. RP26-119-000 (Nov. 14, 2025) (unpublished letter order).

³ See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

⁴ See Appendix A for a copy of the redesignation report for Agreement No. 615178-FT1EPNG. This report reflects the details regarding SoCal’s redesignation request and EPNG’s approval of such request.

⁵ This temporary redesignation is similar to other receipt point redesignations applicable to Agreement No. 615178-FT1EPNG, which were filed by EPNG and accepted by the Commission in Docket Nos. RP25-871-000, RP25-1045-000 and RP26-119-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP25-1045-000 (Aug. 25, 2025) (unpublished letter order).

⁶ See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

Procedural Matters

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

- a) a transmittal letter;
- b) Appendix A, a copy of the redesignation report for Agreement No. 615178-FT1EPNG; and
- d) 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 December 1, 2025, contemporaneous with the effective date of the point redesignation. As such, EPNG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.⁸ 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 specified 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
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
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)).

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

⁸ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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

Respectfully submitted,

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

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

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on EPNG's 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 November 2025.

/s/

Shelly L. Busby

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

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 111676

Company Name : SOUTHERN CA. GAS CO.

Contract No : 615178-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 41

Submit Date & Time : 11/20/2025 1:49:02PM

Executed Date & time : 11/21/2025 9:32:32AM

Effective Date : 12/01/2025

ReDesignation End Date : 12/31/2025

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2025	12/31/2025	75,000
Re-Designation								
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2025	12/31/2025	10,000
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2025	12/31/2025	65,000
Current								
54431	XTO ENER/EPNG (ICOWBOYR) COWBOY REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2025	12/31/2025	5,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	CC1	27	12/01/2025	12/31/2025	79,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	NS3	27	12/01/2025	12/31/2025	91,000
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	CC1	27	12/01/2025	12/31/2025	3,047
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	NS3	27	12/01/2025	12/31/2025	21,953
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-NS3	27	12/01/2025	12/31/2025	20,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2025	12/31/2025	5,000

Updated TSA Entitlements*

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
54431	XTO ENER/EPNG (ICOWBOYR) COWBOY REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	12/01/2025	12/31/2025	5,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	12/01/2025	12/31/2025	79,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	12/01/2025	12/31/2025	91,000
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	12/01/2025	12/31/2025	3,047
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	12/01/2025	12/31/2025	21,953
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	12/01/2025	12/31/2025	65,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	12/01/2025	12/31/2025	10,000
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-NS3	27	12/01/2025	12/31/2025	20,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	12/01/2025	12/31/2025	5,000

*Note: The Updated TSA Entitlements represent the TSA entitlements once the re-designations have been approved and executed. These may vary from the original request as provided by the tariff in the GT&C, Section 8.1 (f) (iii) (C). To view the final approved TSA entitlements, log into DART and select Contracts and Amendments.

Clean Tariff Section(s)

Agreement No. 615178-FT1EPNG

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

Dated: November 21, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: December 1, 2025 through December 31, 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	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1												79,000		
BLANCO	300714	DSCALEHR	301016	NS3												91,000		
BONDADST	300724	DSCALEHR	301016	CC1												3,047		
BONDADST	300724	DSCALEHR	301016	NS3												21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1												65,000		
ICOWBOYR	54431	DSCALEHR	301016	SS1												5,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1												15,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3												20,000		
TRANSPORTATION CONTRACT DEMAND																300,000		

Ex. A-1

Agreement No. 615178-FT1EPNG

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

Dated: November 21, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2026 through October 31, 2031

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND					300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

Notes:

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

Ex. A-2

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHERN CALIFORNIA GAS COMPANY
 (Shipper)

Dated: November 21, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	December 1, 2025 through October 31, 2031	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Ex. B-1

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: November 21, 2025

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Marked Tariff Section(s)

Agreement No. 615178-FT1EPNG

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 and
SOUTHERN CALIFORNIA GAS COMPANY
 (Shipper)

Dated: ~~October 24~~ November 21, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~November~~ December 1, 2025 through December 31, 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	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1											98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3											72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1											2,243	3,047		
BONDADST	300724	DSCALEHR	301016	NS3											22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1											60,000	7565,000		
ICOWBOYR	54431	DSCALEHR	301016	SS1											5,000	5,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1											20,000	15,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3											20,000	20,000		
TRANSPORTATION CONTRACT DEMAND															300,000	300,000		

Ex. A-1

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Dated: ~~October 24~~ November 21, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2026 through October 31, 2031

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND					300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

Notes:

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

Ex. A-2

Agreement No. 615178-FT1EPNG

EXHIBIT B

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Dated: ~~October 24~~ November 21, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November <u>December</u> 1, 2025 through October 31, 2031	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Ex. B-1

Issued on: November 25, 2025

Effective on: December 1, 2025

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: ~~October 24~~November 21, 2025

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2