

El Paso Natural Gas Company, L.L.C. ("Transporter") is providing this supplement to the open season posted on November 4, 2022 (Notice ID 616428) to extend the close date to December 7, 2022 at 2:00 PM MT.

**Lusk Lateral Open Season
Open Season Notice of Expansion Firm Capacity
on El Paso Natural Gas Company, L.L.C. (Transporter)**

Bid Deadline – December 7, 2022 at 2:00 PM Mountain Clock Time (“MT”)

Portable Document Format (.pdf) file of Open Season:

<https://pipeline2.kindermorgan.com/PortalWeb/PortalDocs.aspx?code=EPNG&parent=1600>

In response to market interest for firm transportation capacity, El Paso Natural Gas Company, L.L.C. (referred to herein as “Transporter”) is conducting this binding open season (referred to herein as the “Lusk Lateral Open Season” or “Open Season”). The Lusk Lateral Open Season is for firm natural gas transportation service on Transporter’s pipeline system between certain primary receipts located on Transporter’s Segment 645 (i.e., Line No. 3079) to various delivery points.

Description of Lusk Lateral Open Season

The Lusk Lateral Open Season consists of varying amount of expansion firm capacity, created by the modification of existing pipeline facilities, from the Primary Receipt Points listed below (or any new Primary Receipt Points constructed on EPNG Line No. 3079) to the Plains and/or Keystone Transfer locations ("Project Facilities"). Note that the Project Facilities are subject to Transporter’s timely receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the facilities, in a form and substance satisfactory to Transporter, in its sole discretion. In addition, please note that bids for service to the Primary Delivery Point requiring the construction of Project Facilities may require additional demonstrations of creditworthiness and/or credit support as detailed below.

Rate Schedule:	FT-1
Volume / Transportation Contract Demand (“TCD”):	Varies - See Bid Sheet
Primary Receipt Point(s):	IFOXHILL (48151), IMLNCARL (301653)
Primary Delivery Point(s):	PLNSTRAN (302250), KEYTRAN (302136), IRIOPUER (301797)
Flow Path(s):	See Bid Sheet
Parties that are interested in capacity at and from other primary receipt points or at and to other primary delivery points (subject to available capacity), or for other periods, should contact their service representatives or any of the individuals listed below.	
Recommended Term:	For service involving the construction of Project Facilities, in order to economically justify Transporter’s capital investment in the Project Facilities, Transporter recommends a minimum bid term of not less than five (5) years from the in-service of the Project Facilities (although Transporter reserves the right to reject any bid which fails to comport with the provisions of this Open Season).
Capacity Available Starting:	The In-Service Date of the Project Facilities, anticipated to be September 1, 2023.

Recommended Rate:	Transporter recommends either: (1) a recourse rate bid, or (2) a negotiated reservation rate bid of not less than \$2.5702 per Dth per month (which, for illustrative purposes, is equivalent to \$0.0845 per Dth on a daily basis) for deliveries to PLNSTRAN and KEYTRAN and (1) a recourse rate bid, or (2) a negotiated reservation rate bid of not less than \$7.2787 per Dth per month (which, for illustrative purposes, is equivalent to \$0.2392 per Dth on a daily basis) for deliveries to IRIOPUER (although Transporter reserves the right to reject any bid which fails to comport with the provisions of this Open Season).
Open Season Start:	October 31, 2022 at 2:00 PM MT
Open Season End:	December 7, 2022 at 2:00 PM MT
Award Notification:	December 15, 2022 at 4:00 PM MT
Bid Submittals:	To bid, complete the attached bid sheet and email it to KMWestBids@KinderMorgan.com . Transporter reserves the right to reject any bid which fails to comport with the provisions of this Open Season NOTE: Transporter will rely upon the time an emailed bid is received to determine whether a bid is timely. Bids that are received after the end date and time listed above (as determined by the time stamp on Transporter's email inbox) will be considered invalid bids and will not be eligible for an award of capacity in this Open Season. Transporter recommends that bids be submitted well in advance of the closing time listed above to minimize the risk that any email delay could cause a bid to be excluded from consideration.

General Open Season Requirements:

Upon notice at any time and in its sole discretion, Transporter reserves the right to terminate this Open Season, to extend any date or time specified in this Open Season or to otherwise modify this Open Season.

Bid sheets must include the bidding party's name, Open Season Name ("Lusk Lateral Open Season"), quantity, term, and rate.

By submitting a bid sheet, the bidding party certifies that:

- (a) All information contained in the bid sheet is complete and accurate;
- (b) It satisfies, or will be able to satisfy, all the requirements of Transporter's Federal Energy Regulatory Commission Gas Tariff, Third Revised Volume No. 1A ("FERC Gas Tariff"), as the same may be amended from time to time; and
- (c) The person submitting the bid sheet has full authority to bind the bidding party.

Only one bid may be submitted. A bidding party may have only one bid pending for evaluation at a time in this Open Season. A submitted bid for this Open Season, however, may be withdrawn by providing written notice of withdrawal to Transporter prior to the date and time of the Open Season End stated above and using the same process as submitting bids as described above. Transporter will use the time and date stamp on Transporter's e-mail box to determine a timely withdrawal. Once a submitted bid is withdrawn, another subsequent bid may be submitted by the same bidding party if and only if the subsequent bid is at a higher present value ("PV"). Any subsequent bid with a PV equal to or lower than the withdrawn bid will be considered invalid.

Bids submitted in this Open Season on or before the date and time of the Open Season End, that have not been properly withdrawn or considered invalid will constitute a binding irrevocable

offer by the bidding party to contract for capacity. The award of the capacity in the Open Season will be an acceptance of the offer and the parties shall be contractually bound at that time.

The bid rate must be presented as: (a) the reservation rate per Dth/month, (b) the reservation rate per Dth/day (which will be converted to a monthly rate by multiplying the daily rate times 365 and dividing the result by 12, rounded to the fourth decimal place), or (c) the maximum tariff rate.

A contractual right of first refusal ("ROFR") is offered with this capacity.

In addition to the bid rate, each bidding party shall be subject to the applicable maximum usage rate and maximum usage surcharges, all other maximum rates, charges and surcharges, including ACA, Fuel and Lost and Unaccounted-for gas ("L&U"), and any other authorized surcharges assessed under the applicable Rate Schedule of Transporter's FERC Gas Tariff as may change from time to time. This includes incremental lateral charges and any third party charges resulting from the use of capacity that Transporter may hold on other pipelines.

Transporter reserves the right to reject negotiated rate bids, bids that have rates less than the maximum Tariff rate (see the description in the bid sheet), bids stated as the dollar equivalent of the current maximum Tariff rate, bids that are incomplete, contain offers of varying rates within the term, contain additional or modified terms or are inconsistent with the provisions of Transporter's FERC Gas Tariff or this Open Season. Transporter also reserves the right to reject bids that do not reflect the same quantity for the duration of the term. Finally, the term must begin on the first day of the applicable month, subject to the In-Service Date of the Project Facilities, and end on the last day of the applicable month.

Transporter also reserves the right to seek clarification of any bid (including, without limitation, the rate, quantity, term, or receipt or delivery point(s)) but shall not be required to do so. To be considered, any responding clarification by bidders must be provided in writing and within the time requested by Transporter. Such clarifications shall be incorporated as part of the binding bid submitted by the bidder and, in the case of conflict with the earlier submitted binding bid, shall control.

Bids offering negotiated rates must also provide that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.

Transporter notes that FERC Order No. 894, in some cases, prohibits multiple affiliates of the same entity from bidding in an Open Season for capacity in which the pipeline may allocate capacity on a pro rata basis. It appears to Transporter that the restrictions imposed by FERC

Order No. 894 will be applicable in this Open Season and FERC recommends that potential bidders review and adhere to the requirements of that FERC Order.

Although this is a binding Open Season, Transporter reserves the right, in its sole discretion, to consider requests received after the close of the Open Season period, including requests to modify a bidder's validly submitted bid, but will be under no obligation to do so. Requests for capacity received after the close of the Open Season period will be subject to the terms and conditions set forth in this Open Season.

Creditworthiness Requirements:

Successful bidder(s) must satisfy the creditworthiness requirements contained in Transporter's Tariff and, if a successful bidder(s)'s bid necessitates construction of the Project Facilities, then the successful bidder(s) must furnish additional credit support in the manner set forth below:

- (a) If successful bidder(s) is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Successful Bidder(s)"), then the Rated Successful Bidder(s) shall be deemed creditworthy by Transporter if: (i) Successful Bidder(s)'s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Successful Bidder(s) is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Successful Bidder(s) is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a).

If at any time prior to or during the term of any Firm Transportation Service Agreement ("FTSA") executed in connection with this Open Season, a Rated Successful Bidder(s)'s S&P or Moody's rating falls below the levels described above, or a Rated Successful Bidder(s) becomes unrated or otherwise fails to satisfy the requirements of this paragraph (a), then for the time period that the Rated Successful Bidder(s)'s ratings are below that level or a Rated Successful Bidder(s) is unrated or is otherwise unable to satisfy the requirements of this paragraph (a), Successful Bidder(s) shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (b) below. If a Rated Successful Bidder(s) subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Successful Bidder(s) may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph (a).

- (b) If at the time Successful Bidder(s) is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Successful Bidder(s) shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Open Season, and any related FTSA executed in connection with this Open Season, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of eighteen (18) months, or the period of time remaining in the term, of the anticipated charges in connection with this Open Season, and any related FTSA executed in connection with this Open Season; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Successful Bidder(s), and which are accepted by Transporter on a nondiscriminatory basis.

- (c) To the extent evidence of Successful Bidder(s)'s creditworthiness is not publicly available, upon reasonable request by Transporter, Successful Bidder(s) shall promptly provide evidence to Transporter of Successful Bidder(s)'s creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Successful Bidder(s) to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Successful Bidder(s) shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

Bidders that fail to satisfy the creditworthiness requirements of this section within a reasonable time will have their capacity award withdrawn. Transporter reserves the right to seek any and all permitted remedies as a result of the breach of the bid. Transporter will treat the financial statements provided by prospective shippers as confidential.

Execution of FTSA:

Each successful bidder and Transporter shall enter into and execute a FTSA reflecting the terms of its bid as awarded by Transporter. All successful bidders shall execute and return the FTSA within the earlier of the day before the first day of the term of firm transportation service in the bid as awarded by Transporter or twenty (20) business days following the day Transporter tenders the FTSA to the bidder ("Execution Date"). If a successful bidder fails to fully execute and return the FTSA on or before the Execution Date, then Transporter reserves the right to cancel the successful bidder's binding bid without prejudice as to Transporter's right to seek any and all permitted remedies as a result of the successful bidder's failure to execute the FTSA. The FTSA will be in the form contained in Transporter's FERC Gas Tariff. Transporter and any successful bidder may mutually agree to enter into and execute more than one FTSA that together reflect all the terms of the successful bid as awarded by Transporter.

Evaluation Criteria:

If Transporter receives acceptable bids for capacity in excess of the actual amount of available capacity, then Transporter will award and/or allocate the capacity in a manner that yields the highest total PV as calculated below. In determining which bid(s) yield the highest total PV, Transporter reserves the right to combine multiple bids, in whole or in part, in a manner that results in a total PV of the combined bids that exceeds the highest PV achievable by accepting one or more of the disaggregated bids. This process could result in a bidder being awarded less capacity than requested (unless such bidder elects on its bid sheet not to accept an allocation of capacity).

PV will be calculated as the sum of the present values for all of the months beginning with the first month capacity is available through the end date of the bid term.

The PV for each month will be calculated as follows:

$$PV = (R \times Q) / ((1+i) \text{ to the power of } n)$$

Where:

R = the monthly reservation bid rate

Q = the monthly bid quantity

i = the monthly discount rate of 0.4100% (which is the annual discount rate of 4.91% divided by 12).

n = the number of months from the earliest date the capacity is available in the Open Season to the last month the revenue will be received (the first month capacity is available $n = 1$, the second month $n = 2$, and so on).

Contact Information:

Questions concerning this Open Season should be directed to:

Anthony Sanabria (719) 667-7582
Ken Ulrich (719) 520-3712

**Open Season Bid Sheet
(See next page)**

Supplement 2 Open Season Binding Bid Sheet
****Lusk Lateral Open Season****

Email Bid To: KMWestBids@KinderMorgan.com

A. Shipper Information:

Legal Name of Bidder: _____

Name of Requesting Party: _____

Title of Requesting Party: _____

DUNS Number: _____

Phone: _____

B. Capacity Bid:

Rate Schedule (e.g., FT-1): _____

Requested Term Start Date: _____

Requested Term End Date: _____

Transportation Contract Demand ("TCD"): _____ Dth/day

Will you accept an allocation of capacity if necessary? Yes No

Available FT-1 Capacity Summary
(Quantities in Dth/day)

2023														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
IFOXHILL (48151); IMLNCARL (301653)	PLNSTRAN (302250)	NN3									80,184	45,395	50,900	34,241
IFOXHILL (48151); IMLNCARL (301653)	KEYTRAN (302136)	NS1									10,238	10,238	10,238	10,238
IFOXHILL (48151); IMLNCARL (301653)	IRIOPUER (301797)	NN2									15,510	17,847	40,776	41,561
TRANSPORTATION CONTRACT DEMAND											105,932	73,480	101,914	86,040

2024														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
IFOXHILL (48151); IMLNCARL (301653)	PLNSTRAN (302250)	NN3	32,521	34,309	56,647	58,786	89,719	97,361	90,980	96,295	80,184	45,395	50,900	34,241
IFOXHILL (48151); IMLNCARL (301653)	KEYTRAN (302136)	NS1	10,238	10,238	10,238	10,239	13,811	12,598	10,238	10,238	10,238	10,238	10,238	10,238
IFOXHILL (48151); IMLNCARL (301653)	IRIOPUER (301797)	NN2	41,892	42,636	34,795	20,880	15,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561
TRANSPORTATION CONTRACT DEMAND			84,651	87,183	101,680	89,905	118,964	146,197	137,595	142,861	130,932	98,480	126,914	111,040

2025 and Forward														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
IFOXHILL (48151); IMLNCARL (301653)	PLNSTRAN (302250)	NN3	32,521	34,309	56,647	58,786	89,719	97,361	90,980	96,295	80,184	45,395	50,900	34,241
IFOXHILL (48151); IMLNCARL (301653)	KEYTRAN (302136)	NS1	10,238	10,238	10,238	10,239	13,811	12,598	10,238	10,238	10,238	10,238	10,238	10,238
IFOXHILL (48151); IMLNCARL (301653)	IRIOPUER (301797)	NN2	66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561
TRANSPORTATION CONTRACT DEMAND			109,651	112,183	126,680	114,905	143,964	146,197	137,595	142,861	130,932	98,480	126,914	111,040

OPEN SEASON VOLUME BID
(Quantities in Dth/day)

2023														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRANSPORTATION CONTRACT DEMAND														

2024														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRANSPORTATION CONTRACT DEMAND														

2025 and Forward														
Receipt Area/Location	Delivery Area/Location	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRANSPORTATION CONTRACT DEMAND														

*The sum of the monthly Maximum Delivery Quantities at the Primary Delivery Location(s) must equal the monthly Transportation Contract Demand.

C. Reservation Rate (read carefully and select one):

KEYTRAN & PLNSTRAN DELIVERIES

- Maximum Tariff Rate (i.e., the applicable maximum rate stated in Transporter's FERC Gas Tariff as that rate may change from time to time)
- Negotiated Rate: \$ _____ per Dth per month **or** \$ _____ per Dth per day (this rate will be fixed and NOT subject to the applicable maximum or minimum rates stated in Transporter's FERC Gas Tariff as those rates may change from time to time)

IRIOPUER DELIVERY

- Maximum Tariff Rate (i.e., the applicable maximum rate stated in Transporter's FERC Gas Tariff as that rate may change from time to time)
- Negotiated Rate: \$ _____ per Dth per month **or** \$ _____ per Dth per day (this rate will be fixed and NOT subject to the applicable maximum or minimum rates stated in Transporter's FERC Gas Tariff as those rates may change from time to time)

Reservation rates bid as a daily rate (i.e., a rate per Dth per day) will be converted to a monthly rate by multiplying the daily rate times 365 and dividing the result by 12, rounded to the fourth decimal place.

D. Applicability of Usage and Other Charges:

In addition to the bid rate, successful bidders will be subject to the applicable maximum usage rate and maximum usage surcharges, all other maximum rates, charges and surcharges, including ACA, Fuel and L&U, and any other authorized surcharges assessed under the applicable Rate Schedule of Transporter's FERC Gas Tariff as may change from time to time. This includes incremental lateral charges and any third party charges resulting from the use of capacity that Transporter may hold on other pipelines.

*By submitting this binding bid to Transporter, the bidding party certifies that (a) all information contained in the request is complete and accurate, (b) it satisfies, or will be able to satisfy, all the requirements of Transporter's FERC Gas Tariff, and (c) the person submitting the bid has full authority to bind the bidding party.