FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1A
(Superseding Second Revised Volume No. 1A)

of

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

filed with the

Federal Energy Regulatory Commission

Communications concerning this Tariff should be sent to:

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Section 104 Atmos Energy Corporation #613502000-FT1EPNG
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List of Non-Conforming Agreements

Anadarko Energy Services Company #FT3GQ000
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 #FT3EH000, #FT3EH000, #H222V000 and #H822F000
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FT-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3JH000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
List of Non-Conforming Agreements (Continued)

City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
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 Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comisión Federal de Electricidad #FT3DM000
Comisión 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 #H6223000
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement
  #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement
  #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement
  #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
List of Non-Conforming Agreements (Continued)

Salt River Project Agricultural Improvement and Power District OPASA #OA237000
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
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
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
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA232000
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
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Arizona Public Service Company FT-1 Agreement #FT39D000
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Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Comisión Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000
EWM P1, LLC Agreement #FT3FM000
Mexicana de Cobre, S.A. de C.V. #FT399000
List of Non-Conforming Negotiated Rate Agreements (Continued)

- MRC Permian Company FT-1 Agreement #610837-FT1EPNG
- New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
- New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000
- New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000
- New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000
- Pioneer Natural Resources USA, Inc. #FT3HH000
- Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
- Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
- Public Service Company of New Mexico FT-1 Agreement #FT3ER000
- Public Service Company of New Mexico FT-1 Agreement #FT3ET000
- Public Service Company of New Mexico FT-1 Agreement #FT3EU000
- Public Service Company of New Mexico FTH-12 Agreement #H222W000
- Public Service Company of New Mexico FTH-12 Agreement #H222X000
- Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
- Salt River Project Agricultural Improvement and Power District FT-1 Agreement #H222T000
- 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
- Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
- Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
- Tucson Electric Power Company FT-1 Agreement #FT3AC000
- Tucson Electric Power Company FTH-12 Agreement #H222R000
- Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
- Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
- UNS Gas, Inc. FT-1 Agreement #FT3AB000
- UNS Gas, Inc. FTH-12 Agreement #H222P000
- UNS Gas, Inc. FTH-3 Agreement #H3229000
- Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
- Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
- Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
- Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
- WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000
- XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
- XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
- XTO Energy Inc. FT-1 Agreement #613719-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**  

**T-18**  

**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.
Preliminary Statement

El Paso Natural Gas Company, L.L.C. hereinafter referred to as "El Paso" or "Transporter" is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." As used herein, "El Paso" shall not include any of El Paso's affiliates.

El Paso is in the business of providing jurisdictional transportation services to or for others as an open-access transporter under authority of Part 284 of the Commission's Regulations pursuant to written contracts containing or incorporating by reference terms and conditions which are acceptable to El Paso. El Paso also provides jurisdictional transportation services on behalf of various shippers pursuant to pre-existing individual contracts which were entered into prior to the effective date of this Volume No. 1A FERC Gas Tariff. Said pre-existing individual contracts, insofar as they provide for transportation services other than those open-access services which El Paso has agreed to provide under authority of Part 284 of the Commission's Regulations, have and will continue, after the effective date of this Volume No. 1A FERC Gas Tariff, to be included as special rate schedules in El Paso's Volume No. 2 FERC Gas Tariff.

This FERC Gas Tariff is filed in compliance with Part 154, Subchapter E, Chapter I, Title 18, of the Code of Federal Regulations.
Transporter’s system map can be found using:


Use the Informational Postings menu and select Tariff, then select the Map link to view the System Map.
POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 12 of the GT&C.

El Paso Natural Gas Company, L.L.C.
(See the address and account number identified on the invoice.)

Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 6 of the GT&C.

El Paso Natural Gas Company, L.L.C.
P.O. Box 1087
Colorado Springs, Colorado 80944
Attention: Transportation/Storage Services Department
Facsimile No. (719) 520-4698
Telephone No. (800) 238-3764

Notices:

Any notice provided for in a Form of Service Agreement in this Tariff shall be in writing and shall be considered as having been given if hand carried, telecopied, e-mailed or mailed by United States mail, postage prepaid, to the following address.

El Paso Natural Gas Company, L.L.C.
P.O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Facsimile No. (719) 520-4878
Telephone No. (719) 520-4245 or (719) 520-4250
E-mail: #KMWestMarketing@KinderMorgan.com
Formal Complaints:

El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Vice President, Regulatory

Informal Complaints:

Vice President, Regulatory
(719) 520-3778
STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

Section 1  Service Rates

Section 1.1  Production Area Rates
Section 1.2  Texas Rates
Section 1.3  New Mexico Rates
Section 1.4  Arizona Rates
Section 1.5  Nevada Rates
Section 1.6  California Rates
Section 1.7  Lateral Facilities and System-wide Balancing & Storage Rates
Section 1.8  Firm Small Shipper Service Rates
Section 1.9  Interruptible and PAL Rates

Section 2  Charges/Penalties

Section 3  Fuel and L&U Rates

Section 4  Footnotes

Section 5  Statement of Negotiated Rates
**STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS**

(Rates per dth)

## PRODUCTION AREA RATES

<table>
<thead>
<tr>
<th></th>
<th>FT-1</th>
<th>FTH-3</th>
<th>FTH-12</th>
<th>FTH-16</th>
<th>FTH-8</th>
<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<tbody>
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<td><strong>RESERVATION RATES</strong></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
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<td>$0.1093</td>
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<td>$0.0000</td>
<td>$0.0000</td>
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</table>

|          |       |       |        |        |       |      |        |         |         |
| **RESERVATION RATES – ARTICLE 11.2(B)** |       |       |        |        |       |      |        |         |         |
| Monthly Reservation 5/ | $2.9243 | $3.2167 | $3.4117 | $3.6554 | $5.8486 |       |        |         |         |
| Daily Reservation 1/ |       |       |        |        |       |      |        |         |         |
| Maximum | $0.0961 | $0.1058 | $0.1122 | $0.1202 | $0.1923 |       |        |         |         |
| Minimum | $0.0000 | $0.0000 | $0.0000 | $0.0000 | $0.0000 |       |        |         |         |

|          |       |       |        |        |       |      |        |         |         |
| **USAGE RATES – DAILY 1/** |       |       |        |        |       |      |        |         |         |
| Maximum  | $0.0029 | $0.0034 | $0.0037 | $0.0041 | $0.0077 | $0.0029 | $0.0034 | $0.0037 | $0.0041 |
| Minimum  | $0.0029 | $0.0034 | $0.0037 | $0.0041 | $0.0077 | $0.0029 | $0.0034 | $0.0037 | $0.0041 |

|          |       |       |        |        |       |      |        |         |         |
| **Daily Authorized Overrun 7/9/** |       |       |        |        |       |      |        |         |         |
| FT-1     |       |       |        |        |       |      |        |         |         |
| FTH-3    |       |       |        |        |       |      |        |         |         |
| FTH-12   |       |       |        |        |       |      |        |         |         |
| FTH-16   |       |       |        |        |       |      |        |         |         |
| FTH-8    |       |       |        |        |       |      |        |         |         |
| NNTD     |       |       |        |        |       |      |        |         |         |
| NNTH-3   |       |       |        |        |       |      |        |         |         |
| NNTH-12  |       |       |        |        |       |      |        |         |         |
| NNTH-16  |       |       |        |        |       |      |        |         |         |

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.
## Statement of Rates for Transportation of Natural Gas

### (Rates per dth)

#### Texas Rates 4/1

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<tr>
<th>RESERVATION RATES</th>
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<th>FTH-16</th>
<th>FTH-8</th>
<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<tbody>
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<td>$0.2822</td>
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<td>$0.0000</td>
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<td>$0.0000</td>
<td>$0.0000</td>
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<td>$0.0000</td>
<td>$0.0000</td>
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| RESERVATION RATES – ARTICLE 11.2(B) | Monthly Reservation 5/ | $7.5499 | $8.3049 | $8.8082 | $9.4374 | $15.0998 |
| Daily Reservation 1/ | $0.2482 | $0.2730 | $0.2896 | $0.3103 | $0.4964 |
| Minimum | $0.0000 | $0.0000 | $0.0000 | $0.0000 | $0.0000 |

| USAGE RATES - DAILY 1/ | Maximum | $0.0077 | $0.0084 | $0.0089 | $0.0096 | $0.0153 | $0.0077 | $0.0084 | $0.0089 | $0.0096 |
| Minimum | $0.0077 | $0.0084 | $0.0089 | $0.0096 | $0.0153 | $0.0077 | $0.0084 | $0.0089 | $0.0096 |

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<th>Daily Authorized Overrun 7/9/</th>
<th>FT-1</th>
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<th>FTH-12</th>
<th>FTH-16</th>
<th>FTH-8</th>
<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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Mainline Backhaul 3/ Forward haul rate identified above applicable to the delivery zone for which service is provided.

Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

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**Issued on:** July 2, 2019  
**Effective on:** January 1, 2019
### STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

**NEW MEXICO RATES**

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<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Daily Reservation 1/</td>
<td>$0.2697</td>
<td>$0.2967</td>
<td>$0.3147</td>
<td>$0.3372</td>
<td>$0.5395</td>
<td>$0.3018</td>
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<tr>
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<td>Minimum</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
</tr>
</tbody>
</table>

|  | Daily Reservation 1/ | $0.2697 | $0.2870 | $0.3044 | $0.3262 | $0.5219 |
|  | Maximum | $0.0000 | $0.0000 | $0.0000 | $0.0000 | $0.0000 |
|  | Minimum | $0.0000 | $0.0000 | $0.0000 | $0.0000 | $0.0000 |

**USAGE RATES - DAILY 1/**

|  | Maximum | $0.0079 | $0.0087 | $0.0093 | $0.0099 | $0.0158 | $0.0079 | $0.0087 | $0.0093 | $0.0099 |
|  | Minimum | $0.0079 | $0.0087 | $0.0093 | $0.0099 | $0.0158 | $0.0079 | $0.0087 | $0.0093 | $0.0099 |

<table>
<thead>
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<th></th>
<th>FT-1</th>
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<td>$0.0087</td>
<td>$0.0093</td>
<td>$0.0099</td>
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<td>$0.0079</td>
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<td>$0.0099</td>
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Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)

Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.

Surcharges are shown in Footnote 1.
# STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

**ARIZONA RATES 4/**

<table>
<thead>
<tr>
<th>RESERVATION RATES</th>
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<th>FTH-12</th>
<th>FTH-16</th>
<th>FTH-8</th>
<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<tbody>
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<td>Daily Reservation 1/</td>
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<th>RESERVATION RATES – ARTICLE 11.2(B)</th>
<th>FT-1</th>
<th>FTH-3</th>
<th>FTH-12</th>
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<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<tbody>
<tr>
<td>Daily Reservation 1/</td>
<td>Maximum: $0.3282</td>
<td>$0.3610</td>
<td>$0.3829</td>
<td>$0.4103</td>
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<td>Minimum: $0.0000</td>
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<td>$0.0000</td>
<td>$0.0000</td>
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<table>
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<tr>
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<th>FT-1</th>
<th>FTH-3</th>
<th>FTH-12</th>
<th>FTH-16</th>
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<th>NNTD</th>
<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<tbody>
<tr>
<td>Maximum: $0.0093</td>
<td>$0.0102</td>
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<td>$0.0185</td>
<td>$0.0093</td>
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<tr>
<td>Minimum: $0.0093</td>
<td>$0.0102</td>
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<td>$0.0185</td>
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<td>$0.0108</td>
<td>$0.0116</td>
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Daily Authorized Overrun 7/9/ | FT-1 | FTH-3 | FTH-12 | FTH-16 | FTH-8 | NNTD | NNTH-3 | NNTH-12 | NNTH-16 |
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Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

--------------------------
See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.
STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
(Rates per dth)

**NEVADA RATES 4/**

<table>
<thead>
<tr>
<th>FT-1</th>
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<th>FTH-8</th>
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<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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**RESERVATION RATES – ARTICLE 11.2(B)**

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<th>NNTH-3</th>
<th>NNTH-12</th>
<th>NNTH-16</th>
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<td>Daily Reservation 1/</td>
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<td>$0.3957</td>
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**USAGE RATES – DAILY 1/**

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<td>$0.0188</td>
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Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)

Fuel and L&U  
See the Fuel and L&U Statement of Rates.

--------------------------
See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.
## STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

(Rates per dth)

### CALIFORNIA RATES 4/

<table>
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<tr>
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<td>N/A</td>
<td>N/A</td>
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<td>N/A</td>
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<td>N/A</td>
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</table>

### RESERVATION RATES – ARTICLE 11.2(B)

| Monthly Reservation 5/ | $10.6485 | N/A | N/A | N/A | N/A |
| Daily Reservation 1/ | | | | | | |
| Maximum | $0.3501 | N/A | N/A | N/A | N/A |
| Minimum | $0.0000 | N/A | N/A | N/A | N/A |

### USAGE RATES - DAILY 1/

| Maximum | $0.0096 | N/A | N/A | N/A | N/A | $0.0096 | N/A | N/A | N/A |
| Minimum | $0.0096 | N/A | N/A | N/A | N/A | $0.0096 | N/A | N/A | N/A |

| Daily Authorized Overrun 7/9/ | FT-1 | N/A | N/A | N/A | N/A | NNTD | N/A | N/A | N/A |

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)

Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.

Surcharges are shown in Footnote 1.
## LATERAL LINE FACILITIES CHARGES 4/

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<td>$2.9196</td>
<td>$0.0960</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>$0.0000</td>
<td>FT-1 7/9/</td>
</tr>
</tbody>
</table>

| IT-1 Wilcox     | N/A                    | N/A                       | N/A                      | $0.3486            | $0.0000            |
| IHSW Wilcox     | N/A                    | N/A                       | N/A                      | $0.4241            | $0.0000            |
| PAL Wilcox      | N/A                    | N/A                       | N/A                      | $0.3486            | $0.0000            | Max PAL Usage             |

## SYSTEM-WIDE BALANCING & STORAGE RATES 4/

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<th></th>
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<th></th>
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<td>$9.7437</td>
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</table>

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)

<table>
<thead>
<tr>
<th>ISS</th>
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<th>Minimum</th>
<th>Quantity Injection</th>
<th>Quantity Withdrawal</th>
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<td>$0.0267</td>
<td>$0.0444</td>
</tr>
</tbody>
</table>

Fuel and L&U  See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes. Surcharges are shown in Footnote 1.
**STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS**
(Rates per dth)

**FIRM SMALL SHIPPER SERVICES**
Contract Quantity Equal to or Less than 10,000 dth/d

<table>
<thead>
<tr>
<th></th>
<th>Texas</th>
<th>New Mexico</th>
<th>Arizona</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FT-2 1/</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier 1 Daily Usage 8/</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum</td>
<td>$0.4353</td>
<td>$0.4575</td>
<td>$0.5748</td>
</tr>
<tr>
<td>Minimum</td>
<td>$0.0077</td>
<td>$0.0079</td>
<td>$0.0093</td>
</tr>
<tr>
<td>Tier 2 Daily Usage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum</td>
<td>$0.5224</td>
<td>$0.5489</td>
<td>$0.6897</td>
</tr>
<tr>
<td>Minimum</td>
<td>$0.0077</td>
<td>$0.0079</td>
<td>$0.0093</td>
</tr>
</tbody>
</table>

|                         |                            |                            |                           |
| **FT-2 – Article 11.2(b) 1/** |                            |                            |                           |
| Tier 1 Daily Usage      |                            |                            |                           |
| Maximum                 | $0.4214                    | $0.4428                    | $0.5563                   |
| Minimum                 | $0.0077                    | $0.0079                    | $0.0093                   |
| Tier 2 Daily Usage      |                            |                            |                           |
| Maximum                 | $0.5057                    | $0.5313                    | $0.6676                   |
| Minimum                 | $0.0077                    | $0.0079                    | $0.0093                   |

<table>
<thead>
<tr>
<th>Reservation 5/</th>
<th>Reservation 1/</th>
<th>Reservation 1/</th>
<th>Usage 1/</th>
<th>Usage 1/</th>
<th>FTHV</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTH-V</td>
<td>$3.3252</td>
<td>$0.1093</td>
<td>$0.0000</td>
<td>$0.0034</td>
<td>$0.0034</td>
</tr>
<tr>
<td>FTH-V – Article 11.2(b)</td>
<td>$3.2167</td>
<td>$0.1058</td>
<td>$0.0000</td>
<td>$0.0034</td>
<td>FTHV – Article 11.2(b)</td>
</tr>
</tbody>
</table>

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.
### STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

#### ZONAL RATES - Daily Usage

<table>
<thead>
<tr>
<th>Production Area</th>
<th>IT-1 I/</th>
<th>IHSW</th>
<th>PAL Parking</th>
<th>PAL Lending</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maximum</td>
<td>$0.1023</td>
<td>$0.1283</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0029</td>
<td>$0.0041</td>
<td>$0.0000</td>
</tr>
<tr>
<td>Texas</td>
<td>Maximum</td>
<td>$0.2643</td>
<td>$0.3303</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0077</td>
<td>$0.0096</td>
<td>$0.0000</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Maximum</td>
<td>$0.2776</td>
<td>$0.3471</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0079</td>
<td>$0.0099</td>
<td>$0.0000</td>
</tr>
<tr>
<td>Arizona</td>
<td>Maximum</td>
<td>$0.3486</td>
<td>$0.4357</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0093</td>
<td>$0.0116</td>
<td>$0.0000</td>
</tr>
<tr>
<td>Nevada</td>
<td>Maximum</td>
<td>$0.3600</td>
<td>$0.4500</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0094</td>
<td>$0.0118</td>
<td>$0.0000</td>
</tr>
<tr>
<td>California</td>
<td>Maximum</td>
<td>$0.3715</td>
<td>N/A</td>
<td>$0.3052</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>$0.0096</td>
<td>N/A</td>
<td>$0.0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Daily Authorized Usage</th>
<th>Overrun</th>
<th></th>
<th>Max PAL Usage</th>
<th>Max PAL Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>Max PAL Usage</td>
<td>Max PAL Usage</td>
</tr>
</tbody>
</table>

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.
See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.
STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS  
(Rates per dth)  

CHARGES/PENALTIES 6/10/  

NON-CRITICAL CONDITION: 11/  
Hourly Scheduling Penalty (GT&C Section 14.1): 100% LF FT-1 rate equivalent (e.g., 100% LF IT rate)  

Daily Unauthorized Overrun Penalty (Rate Schedules, as applicable)  
When unauthorized overrun quantities are equal to or less than the Safe Harbor Tolerance Quantities: Authorized Overrun rate  
When unauthorized overrun quantities are allocated to non-telemetered points: Authorized Overrun rate (Rate Schedules, as applicable)  
When unauthorized overrun quantities are greater than the Safe Harbor Tolerance Quantities: 2 x 100% LF FT-1 rate equivalent  

MDO/MHO Violation Penalty (Rate Schedule OPAS): $0.0000  

CRITICAL CONDITION:  
Hourly Penalties  
Hourly Scheduling Penalty (GT&C Section 14.1): 2 x Critical Condition Rate  
MHO Violation Penalty (Rate Schedule OPAS): 2 x Critical Condition Rate  

Daily Charges/Penalties - The Critical Condition Rate shall be determined based upon the charge/penalty quantity within each Tier Level relative to the daily delivery variance above the applicable Safe Harbor.  

<table>
<thead>
<tr>
<th>Tier Level</th>
<th>Delivery Variance Quantity or Delivery Variance Percentage</th>
<th>Charge/Penalty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>3,500 dth or Less</td>
<td>1.5 x Critical Condition Rate</td>
</tr>
<tr>
<td>II</td>
<td>3,501 dth - 5,000 dth</td>
<td>2 x Critical Condition Rate</td>
</tr>
<tr>
<td>III</td>
<td>5,001 dth or Greater</td>
<td>2.5 x Critical Condition Rate</td>
</tr>
</tbody>
</table>

The Critical Condition Daily Charge/Penalty Rate is applicable to:  
SOC/COC Daily Imbalance Charge (GT&C Section 11.1)  
Daily Unauthorized Overrun Penalty (Rate Schedules, as applicable)  
When unauthorized overrun quantities are greater than the Safe Harbor Tolerance Quantities  
MDO Violation Penalty (Rate Schedule OPAS)  

See the Statement of Rates Footnotes.
STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FUEL CHARGES 1/

<table>
<thead>
<tr>
<th>Fuel and L&amp;U</th>
<th>Collection Period</th>
<th>Volumetric True-up</th>
<th>Total Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mainline Fuel:</td>
<td>2.13%</td>
<td>-0.07%</td>
<td>2.06%</td>
</tr>
<tr>
<td>Production Area Fuel:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anadarko Basin:</td>
<td>0.29%</td>
<td>-0.03%</td>
<td>0.26%</td>
</tr>
<tr>
<td>Permian Basin:</td>
<td>0.24%</td>
<td>-0.04%</td>
<td>0.20%</td>
</tr>
<tr>
<td>San Juan Basin:</td>
<td>0.48%</td>
<td>0.07%</td>
<td>0.55%</td>
</tr>
<tr>
<td>Permian - Anadarko Fuel:</td>
<td>0.33%</td>
<td>-0.03%</td>
<td>0.30%</td>
</tr>
<tr>
<td>Rate Schedule ISS Fuel:</td>
<td>1.57%</td>
<td>-0.01%</td>
<td>1.56%</td>
</tr>
<tr>
<td>Willcox Lateral Incremental Fuel: 2/</td>
<td>1.21%</td>
<td>-0.05%</td>
<td>1.16%</td>
</tr>
<tr>
<td>L&amp;U:</td>
<td>0.14%</td>
<td>0.01%</td>
<td>0.15%</td>
</tr>
</tbody>
</table>

1/ The Fuel charges are applicable to the quantity received. The Fuel charge may be discounted by Transporter; provided, however, that the discounted fuel shall not be less than actual fuel incurred. See Section 13 of the GT&G for further information.

2/ New firm service in effect after the in service date of the Willcox Lateral Expansion facilities shall be assessed the Willcox Lateral Incremental Fuel percentage.
Transporter shall assess L&U charges only once. As long as Transporter is the sole supplier of quantities to the Willcox Lateral, L&U charges will be assessed on a Shipper’s mainline TSA. If, in the future, a third party physically interconnects with the Willcox Lateral, Transporter will assess a Commission-approved L&U charge on the quantities supplied by the third party.
FOOTNOTES

1/ Surcharge(s) shall be added as applicable.
   
   ACA: Pursuant to Section 17 of the GT&C, the applicable ACA surcharge may be found on the

2/ The Willcox Lateral Line Facilities reservation and usage charges are applicable only to those
   TSAs which provide for the assessment of these charges.

3/ Due to the reticulated nature of Transporter's system, there is no distinction between forward hauls
   and backhauls for base rate purposes.

4/ Transporter has adopted the following NAESB Standard for capacity release transactions only.
   Converting a daily rate to a monthly rate is accomplished by multiplying the daily rate times the
   number of Days in the rate period, dividing the result by the number of Months in the rate period,
   taking the remainder out to 5 decimal places, and rounding up or down to Transporter's specified
   decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the
   monthly rate by the number of Months in the rate period, dividing the result by the number of Days
   in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to
   Transporter's specified decimal place. (NAESB Standard 5.3.22)

5/ Shippers shall be billed using the monthly rate. The minimum monthly reservation rate is zero.

6/ Shipper shall pay only one penalty/charge when Shipper's actions result in hourly scheduling
   penalties, daily unauthorized overrun penalties, and/or Critical Condition charges. Shipper shall
   pay the highest of the hourly scheduling penalty pursuant to Section 14.1 of the GT&C, the daily
   unauthorized overrun penalty, or the Critical Condition charge pursuant to Section 11.1 of the
   GT&C ("higher-of-test"). When Shipper is also the DP Operator with an OPAS Agreement,
   Section 4.4 of Rate Schedule OPAS will also apply to the determination of any applicable
   penalties.

7/ In the event Shipper is subject to a daily authorized overrun charge or a daily unauthorized overrun
   penalty and has executed TSAs pursuant to various rate schedules and/or service options, such
   daily overrun charge or penalty shall be assessed by multiplying the daily overrun quantity by the
   weighted average 100% load factor rate under all such TSAs with the weighting based upon the
   TCD of each TSA.

8/ The Tier 1 Service rates will be assessed only if the Article 11.2(a) rates listed in Section 37 of the
   GT&C are not applicable. Provisions for Tier 1 and Tier 2 Service are included in Rate Schedule
   FT-2.
9/  Daily authorized overrun rates shall be no more than the maximum daily 100% load factor rate and no less than the minimum daily usage rate, pursuant to the service for which the overrun applies.

10/  Charges/penalties in non-Critical and Critical Conditions may apply to the following rate schedules:

<table>
<thead>
<tr>
<th>Charges/Penalties</th>
<th>Rate Schedule(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Scheduling Penalty</td>
<td>IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH</td>
</tr>
<tr>
<td>Daily Unauthorized Overrun</td>
<td>FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH</td>
</tr>
<tr>
<td>MDO/MHO Violation Penalty</td>
<td>OPAS</td>
</tr>
<tr>
<td>SOC/COC Daily Imbalance</td>
<td>IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH</td>
</tr>
</tbody>
</table>

11/  For purposes of assessing a penalty in a non-Critical Condition, "100% LF IT rate" shall mean the 100% load factor Rate Schedule FT-1 rate equivalent.

The rates for Shippers are as follows:

- Production Area: $0.1023
- Texas: $0.2643
- New Mexico: $0.2776
- Arizona: $0.3486
- Nevada: $0.3600
- California: $0.3715
Statement of Negotiated Rates

Section 5.1 Reserved
Section 5.2 WPX Energy Marketing, LLC #FT3HF000
Section 5.3 Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4 Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5 Southwestern Public Service Company #610337-FH8EPNG
Section 5.6 Arizona Public Service Company #610506-FH8EPNG
Section 5.7 EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8 GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9 EOG Resources, Inc. #FT3JZ000-FT1EPNG
Section 5.10 Southwestern Public Service Company #611653-FH8EPNG
Section 5.11 ETC Marketing, Ltd. #610678-FT1EPNG
Section 5.12 ETC Marketing, Ltd. #610679-FT1EPNG
Section 5.13 EOG Resources, Inc. #610720-FT1EPNG
Section 5.14 Tesoro Refining & Marketing Company LLC #610724-FT1EPNG
Section 5.15 Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16 Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17 United Dairymen of Arizona #612441-FT1EPNG
Section 5.18 Reserved
Section 5.19 Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20 Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Reserved
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate</th>
<th>Usage Rate</th>
<th>Primary Point(s) of Receipt</th>
<th>Primary Point(s) of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>WPX Energy Marketing, LLC</td>
<td>3/19/19 – 3/19/19</td>
<td>8,000</td>
<td>1/</td>
<td>2/</td>
<td>IRAMSEYS</td>
<td>ILONEWA</td>
</tr>
<tr>
<td></td>
<td>3/20/19 – 11/30/24</td>
<td>8,000</td>
<td>1/</td>
<td>2/</td>
<td>ILINDLEY</td>
<td>ILONEWA</td>
</tr>
</tbody>
</table>

Alternate Delivery Point(s)
- IMOBILWA
- IWESTARW
- IOASISWA
- IVALEROW
- WAHATRAN
- ILONEWA
- DPECSTRL

1/ As provided in Section 4.18 of the General Terms and Conditions of Transporter’s Tariff, the parties agree to the following negotiated rate: $3.650 per Dekatherm per month which shall not be subject to the maximum and minimum rates provided in Transporter’s Tariff.

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

3/ This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Shipper Identification</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate</th>
<th>Usage Rate</th>
<th>Primary Point(s) of Receipt</th>
<th>Primary Point(s) of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>FT-1</td>
<td>Mexicana de Cobre, S.A. de C.V.</td>
<td>11/11/16 – 12/31/33</td>
<td>9,000</td>
<td>1a</td>
<td>2/</td>
<td>Blanco</td>
<td>IWILCOXD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Blanco</td>
<td>DPG&amp;ETOP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Waha</td>
<td>IWILCOXD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Blanco</td>
<td>INN30PLA</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1a</td>
<td></td>
<td>STML SJN</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML ANA</td>
<td>IWILCOXD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML PER</td>
<td>INN30PLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1b</td>
<td></td>
<td>STML SJN</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML ANA</td>
<td>DPG&amp;ETOP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML PER</td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate: $12.0146 per Dekatherm per month which shall not be subject to the maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff.
1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rates: (i) the rate specified by Footnote (1a) for quantities transported from any Alternate Receipt Point to the Primary Delivery Point of DPG&ETOP up to the daily quantity specified by the Maximum Quantity for the applicable month in Exhibit A; and (ii) the rate specified by Footnote (1) for any quantities in excess of such daily quantities.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

4/ This contract does not deviate in any material aspect from the form of service agreement.
# Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt Creek Midstream, LLC #FT3JN000-FT1EPNG</td>
<td>1/1/20 – 3/31/23</td>
<td>100,000</td>
<td>1a/</td>
<td>1/</td>
<td>ISALTCRK</td>
<td>GCX/EPNG WAHA BI-DI ROLLUP REEVES</td>
</tr>
</tbody>
</table>

**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 Rates 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 $3.3458 per Dekatherm per month which shall not be subject to the maximum and minimum rates provided in Transporter’s Tariff.

**2/** Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the parties.

**3/** Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

**4/** This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-H</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate</th>
<th>Usage Rate</th>
<th>Primary Point(s) of Receipt</th>
<th>Primary Point(s) of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwestern Public Service Company #610337-FH8EPNG</td>
<td>11/1/17 or the In-Service Date Of The Valve Project Through 11/30/23</td>
<td>11,000</td>
<td>1/</td>
<td>2/</td>
<td>PLAINS</td>
<td>DPLTXDIS</td>
</tr>
</tbody>
</table>

Alternate Point(s)
- DPLTXDIS
- STML ANA
- IBIGBLUE
- STML PER
- IPINBOR
- PLAINS
- DHOBBSPP
- KEYTRAN
- NICHOLS GENERATING STATION DELIVERY METER-

Subject to Transporter timely receiving all necessary regulatory approvals, permits, and other authorizations (in a form and substance satisfactory to Transporter) required for the acquisition of pipeline facilities from Colorado Interstate Gas Company, L.L.C. as well as completing certain minor system enhancements.
1/ As provided in Section 4.18 of the General Terms and Conditions of Transporter’s Tariff, the parties agree to the following negotiated rate: $6.7677 per Dekatherm per month which shall not be subject to the maximum and minimum rates provided in Transporter’s Tariff.

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

3/ This contract does not deviate in any material aspect from the form of service agreement.
### Statement of Negotiated Rates

**(Rates per Dth/day)**

<table>
<thead>
<tr>
<th>Rate Schedule FTH-8</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Public Service Company</td>
<td>1/1/18 – 12/31/22</td>
<td>15,000</td>
<td>1a/</td>
<td>1/</td>
<td>KEYSTONE (302132)</td>
<td>DAPS PHX (300777)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Receipt Point(s)</th>
<th>Alternate Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML PER (302346)</td>
<td>DAPS PHX (300777)</td>
</tr>
<tr>
<td>STML SJN (302347)</td>
<td>DAPS YUM (330458)</td>
</tr>
<tr>
<td>STML ANA (302344)</td>
<td>DSCALTOP (332503)</td>
</tr>
</tbody>
</table>

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-H 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 $23.5885 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.

Issued on: December 13, 2017

Effective on: January 1, 2018
## Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOG Resources, Inc. #FT3HT000-FT1EPNG</td>
<td>12/1/19 – 1/31/24</td>
<td>8,000 December - February 10,000 March - June 8,000 July - August 10,000 September - November</td>
<td>1/</td>
<td>1/</td>
<td>IZORRO</td>
<td>WAHATRAN</td>
</tr>
</tbody>
</table>

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 $3.0230 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.

Issued on: October 31, 2019  
Effective on: December 1, 2019
### Statement of Negotiated Rates

**Shipper:** GIGO Transport, Inc.  
**Agreement No.:** 612658-FT1EPNG  
**Rate Schedule:** FT-1

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Authorized Overrun Rate 1/</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/19 – 10/31/19 and April 1 – October 31 for 2020 - 2031</td>
<td>1a/</td>
<td>1/</td>
<td>1b/</td>
<td>IRAMSEYN (48164)</td>
<td>ISAMELP (314910)</td>
</tr>
<tr>
<td>For each winter period (November – March) beginning 11/1/19 – 3/31/31</td>
<td>1a/</td>
<td>1/</td>
<td>1c/</td>
<td>BLANCO (300714)</td>
<td>ISAMELP (314910)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>KEYSTONE (302132)</td>
<td>INN30PLA (314430)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WAHA (302404)</td>
<td></td>
</tr>
<tr>
<td>5/1/19 – 10/31/19 and April 1 – October 31 for 2020 - 2031</td>
<td>1a/</td>
<td>1/</td>
<td>1b/</td>
<td>STML ANA (302344)</td>
<td>ISAMELP (314910)</td>
</tr>
<tr>
<td>For each winter period (November – March) beginning 11/1/19 – 3/31/31</td>
<td>1a/</td>
<td>1/</td>
<td>1c/</td>
<td>STML ANA (302344)</td>
<td>ISAMELP (314910)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML PER (302346)</td>
<td>INN30PLA (314430)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STML SJN (302347)</td>
<td>IFRANKLN (303836)</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Term of Agreement:** 5/1/19 through 10/31/31  
**TCD (Dth/d):** 21,500 for April through October  
29,500 for November through March

---

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 $7.6042 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff, which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $0.2500 per Dth which shall apply to Authorized Overrun quantities of up to a total for this Agreement of 9,500 Dth per day.

---

**Issued on:** April 23, 2019  
**Effective on:** May 1, 2019
1c/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $0.2500 per Dth which shall apply to Authorized Overrun quantities of up to a total for this Agreement of 12,000 Dth per day.

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.
<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOG Resources, Inc. #FT3JZ000-FT1EPNG</td>
<td>12/1/19 – 1/31/24</td>
<td>7,000</td>
<td>1a/</td>
<td>1/</td>
<td>IZORRO</td>
<td>WAHATRAN</td>
</tr>
</tbody>
</table>

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 $3.0230 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
**Statement of Negotiated Rates**

(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FTH-8</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwestern Public Service Company</td>
<td>In-service date of facilities through 11/30/2023</td>
<td>15,000</td>
<td>1a/</td>
<td>1/</td>
<td>ANADARKO</td>
<td>DNICHOLS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alternate Receipt Point(s)</td>
<td>1a/</td>
<td>1/</td>
<td>STML PER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alternate Delivery Point(s)</td>
<td></td>
<td></td>
<td>PLAINS</td>
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</tr>
</tbody>
</table>

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-H 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 $6.7677 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.

Issued on: September 24, 2018
Effective on: September 25, 2018
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETC Marketing, Ltd #610678-FT1EPNG</td>
<td>Beginning on the in-service date and ending twenty-four months after the in-service date</td>
<td>30,000</td>
<td>1a/</td>
<td>1/</td>
<td>IJALCPLX</td>
<td>DSCALTOP</td>
</tr>
</tbody>
</table>

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 $14.2880 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETC Marketing, Ltd #610679-FT1EPNG</td>
<td>Beginning on the in-service date and ending twenty-four months after the in-service date</td>
<td>20,000</td>
<td>1a/</td>
<td>1/</td>
<td>SIDRICH</td>
<td>DSCALTOP</td>
</tr>
<tr>
<td>Alternate Receipt Point(s)</td>
<td>Alternate Delivery Point(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STML ANA</td>
<td>DSCALTOP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STML PER</td>
<td>DPG&amp;ETOP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STML SJN</td>
<td>DSCALEHR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOCWR</td>
<td>KRAMER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 $14.5920 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates  
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOG Resources, Inc.</td>
<td>12/1/19 – 12/31/20</td>
<td>20,000</td>
<td>1a/</td>
<td>1/</td>
<td>IROCKDOV</td>
<td>DPG&amp;ETOP</td>
</tr>
<tr>
<td>#610720-FT1EPNG</td>
<td>1/1/21 – 1/31/24</td>
<td>20,000</td>
<td>1b/</td>
<td>1/</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12/1/19 – 12/31/20  
1a/  
Alternate Receipt Point(s)  
STML ANA  
STML PER  
STML SJN  
Alternate Delivery Point(s)  
DPG&ETOP  
DScalehr  
SOCWR  
KRAMER

1/1/21 – 1/31/24  
1b/  
Alternate Receipt Point(s)  
STML ANA  
STML PER  
STML SJN  
Alternate Delivery Point(s)  
DPG&ETOP  
DScalehr  
SOCWR  
KRAMER

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

1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $12.7750 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
   ACA:
   The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

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Statement of Negotiated Rates  
(Rates per Dth/day)

<table>
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<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Service</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tesoro Refining &amp; Marketing Co LLC #610724-FT1EPNG</td>
<td>12/5/2018 – 12/6/2018</td>
<td>20,000</td>
<td>1a/</td>
<td>1/</td>
<td>IRAMSEYN</td>
<td>DSCALTOP</td>
</tr>
<tr>
<td></td>
<td>12/7/2018 – 12/4/2020</td>
<td>20,000</td>
<td>1a/</td>
<td>1/</td>
<td>KEYSTONE</td>
<td>DPG&amp;ETOP</td>
</tr>
</tbody>
</table>

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

1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $12.3654 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
## Statement of Negotiated Rates

(Rates per Dth/Day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luminant Energy Company LLC</td>
<td>2/1/19 – 3/31/26</td>
<td>100,000</td>
<td>1/</td>
<td>1/</td>
<td>1b/</td>
<td>IRAMSEYN (48164)</td>
<td>IODESAEC (320615)</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>KEYSTONE (302132)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>la/</td>
<td>1/</td>
<td>1b/</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 $3.3829 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $0.09 per Dth per day which shall apply to the first 30,000 Dth of Daily Authorized Overrun. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
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Statement of Negotiated Rates
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<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sempra Gas &amp; Power Marketing, LLC #615003-FT1EPNG 4/</td>
<td>4/1/20 – 4/30/59</td>
<td>25,000</td>
<td>March - November 1a/</td>
<td>1/</td>
<td>IZORRO (49027)</td>
<td>DSCALEHR (301016)</td>
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<tr>
<td></td>
<td></td>
<td>14,100</td>
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<td></td>
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<td>14,600</td>
<td>January</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>14,400</td>
<td>February</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 $11.0077 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 which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates
(Rates per Dth/Day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>United Dairymen of Arizona</td>
<td>4/1/19 – 3/31/34</td>
<td>2,500</td>
<td>1a/</td>
<td>1/</td>
<td>BLANCO (300714)</td>
<td>DSWG PHX (301122)</td>
</tr>
</tbody>
</table>

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 $13.3590 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
Reserved
## Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/2/</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upstream Energy. Services LLC #615017-FT1EPNG 3/ 4/</td>
<td>4-1-20 through 10-31-20</td>
<td>20,000</td>
<td>1a/</td>
<td>1/ 2/</td>
<td>ISALTDRW</td>
<td>WAHATRAN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Receipt Point(s)</th>
<th>Alternate Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a/</td>
<td>1/ 2/</td>
</tr>
<tr>
<td>ICELERO</td>
<td>IWESTARW</td>
</tr>
<tr>
<td>IPELSPRI</td>
<td>IOASISWA</td>
</tr>
<tr>
<td>ISALTDRW</td>
<td>ILONEWA</td>
</tr>
<tr>
<td>ITYHLAKE</td>
<td>IVALEROW</td>
</tr>
<tr>
<td>IBLAKEDR</td>
<td>WAHATRAN</td>
</tr>
<tr>
<td>ISALTCKR</td>
<td>DPECSTRL</td>
</tr>
</tbody>
</table>

1b/ Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.

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 $1.8250 per Dekatherm per month and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - WAHA Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.
2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
Statement of Negotiated Rates
(Rates per Dth/day)

<table>
<thead>
<tr>
<th>Rate Schedule FT-1</th>
<th>Term of Agreement</th>
<th>TCD (Dth/d)</th>
<th>Reservation Rate</th>
<th>Usage Rate</th>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sempra Gas &amp; Power Marketing, LLC #615006-FT1EPNG 4/</td>
<td>4/1/20 – 4/30/59</td>
<td>74,240</td>
<td>April</td>
<td>1a/</td>
<td>1/</td>
<td>IRAMSEYN (48164)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>71,053</td>
<td>May</td>
<td></td>
<td></td>
<td>IRAMSEY (800908)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>59,458</td>
<td>June</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>46,181</td>
<td>July</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>55,264</td>
<td>August</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>69,568</td>
<td>September</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>78,052</td>
<td>October</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>45,589</td>
<td>November - March</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 $1.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate set forth in Transporter’s Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

4/ This contract does not deviate in any material aspect from the form of service agreement.
### RATE SCHEDULES

<table>
<thead>
<tr>
<th>Section</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>FT-1</td>
<td>Firm Transportation Service</td>
</tr>
<tr>
<td>Section 2</td>
<td>FT-2</td>
<td>Firm Transportation Service</td>
</tr>
<tr>
<td>Section 3</td>
<td>FT-H</td>
<td>Hourly Firm Transportation Service</td>
</tr>
<tr>
<td>Section 4</td>
<td>FTH-V</td>
<td>Small Shipper Firm Hourly Transportation-Virtual Area</td>
</tr>
<tr>
<td>Section 5</td>
<td>FDBS</td>
<td>Firm Daily Balancing Service</td>
</tr>
<tr>
<td>Section 6</td>
<td>NNTD</td>
<td>No-Notice Transportation Service - Daily</td>
</tr>
<tr>
<td>Section 7</td>
<td>NNTH</td>
<td>No-Notice Transportation Service - Hourly</td>
</tr>
<tr>
<td>Section 8</td>
<td>IT-1</td>
<td>Interruptible Transportation Service</td>
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<tr>
<td>Section 9</td>
<td>IHSW</td>
<td>Interruptible Hourly Swing Service</td>
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<tr>
<td>Section 10</td>
<td>ISS</td>
<td>Interruptible Storage Service</td>
</tr>
<tr>
<td>Section 11</td>
<td>PAL</td>
<td>Interruptible Parking and Lending Service</td>
</tr>
<tr>
<td>Section 12</td>
<td>OPAS</td>
<td>Operator Point Aggregation Service</td>
</tr>
</tbody>
</table>
RAT E SCHEDULE FT-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has available capacity to render the firm transportation service; and

1.2 Shipper and Transporter have executed a TSA, in the form contained in this Volume No. 1A Tariff, for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA.

2.2 Transportation service hereunder shall be firm, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.3 Transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s) specified in the Executed TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas, after appropriate reductions for Fuel and L&U as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Point(s) specified in the Executed TSA. Shipper may nominate other Receipt and/or Delivery Points on a non-primary basis.

2.4 Shipper must meet the creditworthiness requirements of Section 4.16 of the GT&C.

2.5 Rates of Flow.

(a) Except as otherwise provided in this Tariff, gas quantities received by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Receipt Points. Except as otherwise provided in this Tariff, gas quantities delivered by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Delivery Points.

(b) Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.
2.6 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) the hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.7 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C in accordance with this rate schedule.

2.8 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

2.9 Service options pursuant to this Rate Schedule may be purchased as follows:
   (a) Winter contract ("FT1-W"); firm transportation service is available for the five consecutive Months during the November through March winter period. FT1-W contracts may be for a term of multiple Years.

   (b) Summer contract ("FT1-S"); firm transportation service is available for the seven consecutive Months during the April through October summer period. FT1-S contracts may be for a term of multiple Years.

   (c) Shippers may contract for firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FT1-A"). In addition, an annual contract may be for twelve months or longer.

   (d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

   (e) Maximum rate firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.9(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.
2.10 When Shipper and Transporter mutually agree to amend a Rate Schedule FT-1 TSA to reduce a portion of the existing FT-1 TSA to use for a new Rate Schedule FT-H, NNTD, or NNTD TSA, Shipper shall retain any contract pressure commitment for the remaining portion of the Rate Schedule FT-1 TSA unless Shipper and Transporter agree otherwise as part of the contract amendment process.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

3.2 Transportation Charges: Shipper shall pay the sum of the following, if applicable:

(a) Mainline Reservation Charges: The Reservation Charges applicable to a TSA subject to this Rate Schedule shall be determined by multiplying Shipper's TCD by the reservation rate specified in the TSA stated on a monthly basis. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the TSA.

(b) Willcox Lateral Facilities Reservation Charge: This charge is applicable to those TSAs which provide service using the Willcox Lateral. The charge consists of the maximum reservation rate, unless otherwise provided, set forth from time to time on the currently effective Statement of Rates multiplied by Shipper's TCD. Since this charge pertains only to the Willcox Lateral, upstream rights or alternate point rights as described in this Tariff shall apply only to Receipt and Delivery Points on the Willcox Lateral.

(c) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.
3.3 Usage Charges  
(a) Base Usage Charges: Except as otherwise provided below, in addition to the applicable Reservation Charges, Shipper shall pay an amount determined by multiplying the quantity of Natural Gas delivered in dth, as applicable, by the sum of the following: 

(i) Mainline Transportation Usage Charges: The maximum rate(s) per dth, unless otherwise provided, applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada or California) in which deliveries are made as set forth on the currently effective Statement of Rates. The usage charge payable under this Rate Schedule shall include all applicable usage surcharges, unless otherwise provided in the TSA. 

(ii) Willcox Lateral Facilities Usage Charge: The charge per dth as set forth from time to time on the currently effective Statement of Rates if the transportation service rendered by Transporter involves the use of the Willcox Lateral. 

3.4 Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA. 

3.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity. 

4. RESERVATION CHARGE CREDIT  
Transporter shall provide reservation charge credits to Rate Schedule FT-1 Shippers when it is unable to schedule such Shippers' nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule. 

5. CHARGES  

5.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C. 

5.2 Overrun Transportation  
(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.
5.2 Overrun Transportation (continued)

(a) (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 5.2(b)(i) or Section 5.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the TSA pursuant to Section 2.5 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.
5.2 Overrun Transportation (continued)  
(b) (continued) 

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 5.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 5.2(b) of this rate schedule, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.
5.2 Overrun Transportation
   (c) (continued)

   (ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

   A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

   (iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 5.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 5.2(c)(ii) of this rate schedule.

   (iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

   (v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.
5.2 Overrun Transportation
   (c) (continued)

   (vi) Pursuant to Section 5.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

6. FUEL and L&U

   In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's Executed TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual fuel incurred for the transactions being discounted. The L&U charge may not be discounted.

7. GENERAL TERMS AND CONDITIONS

   Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, the Critical Condition procedures of Section 11.1, and the reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

8. CONVERSION OF FULL REQUIREMENTS TO CONTRACT DEMAND

   8.1 Capacity of shippers that converted from full requirements to contract demand service effective September 1, 2003. The maximum capacity rights of converted Full Requirements Shippers were defined in the FERC approved Allocation Report in Docket No. RP00-336-010. Such defined capacity originated from various sources, namely, existing Full Requirements capacity, Line 2000 conversion capacity, Line 2000 Power-up capacity, Block 1, Block 2 and Block 3 unsubscribed system capacity, and, in some cases, turned-back capacity. The converted Full Requirements Shippers have the option of entering into either four or six contracts, or a different number of contracts if mutually agreeable, for such capacity.
RATE SCHEDULE FT-2  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to those existing east-of-California customers listed in Section 4 receiving exclusive firm service of no more than 10,000 dth per Day (as further defined in this Rate Schedule) who have elected, as of September 1, 2003, transportation service under this Rate Schedule in lieu of transportation service under Rate Schedule FT-1.

Shipper and Transporter have executed a TSA, in the form contained in this Volume No. 1A Tariff, for such firm transportation service.

If Shipper requires transportation service greater than 10,000 dth per Day, Shipper must convert its entire Rate Schedule FT-2 TSA to firm service under Rate Schedule FT-1 or other firm Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA.

2.2 Transportation service hereunder shall be firm, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.3 Transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s) specified in the Executed TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Point(s) specified in the Executed TSA.

2.4 Shippers under this Rate Schedule have been allocated certain capacity with San Juan Basin receipt rights pursuant to the capacity allocation proceeding in Docket No. RP00-336-000, et al. Such allocated capacity shall be called Tier 1 capacity, as identified in Section 4 of this rate schedule.

(a) An FT-2 Shipper may utilize service above its Tier 1 rights and request service on an alternate basis from San Juan Basin Receipt Points, provided that such capacity is available. In the event that such San Juan Basin capacity is not available, the FT-2 Shipper wishing to utilize primary service above its Tier 1 rights may nominate service on a primary basis from the Waha Area or NGPL Lea County Receipt Points.
2.4 (continued)
(b) FT-2 San Juan Capacity Pool. The FT-2 San Juan Capacity Pool ("Capacity Pool") represents the total San Juan Basin capacity allocated to the FT-2 Shippers in Docket No. RP00-336-000, et al.

(i) Any FT-2 Shipper wishing to utilize San Juan Basin capacity above its Tier 1 rights may request such service as a part of the regular nomination process. If the Capacity Pool is being fully utilized, such capacity request will be scheduled on a Second Alternate basis with other firm Shippers. To the extent the Capacity Pool is not being fully used by FT-2 Shippers on that Day and sufficient capacity is available to serve all such requests, the capacity request above such Shipper's Tier 1 rights will be scheduled on an FT-2 alternate basis. If only a portion of the total requests may be served from the Capacity Pool on that Gas Day, then the requests will be allocated on a pro rata basis using the quantity nominated and confirmed on that Day until the Capacity Pool is fully utilized.

(c) Any other Receipt Points, including those from the San Juan Basin if capacity is available, may be scheduled on a Second Alternate basis along with other firm Shippers.

2.5 Rates of Flow. Shipper may take gas in hourly rates of up to 150% of 1/24th of daily scheduled quantities for any six hours of the Gas Day. Shipper may not exceed an hourly average of 120% of 1/24th of daily scheduled quantities for any consecutive 12 hours of the Gas Day. Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.

2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.
2.7 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively adjust any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Rate Schedule FT-2 Statement of Rates.

3.2 Transportation Charges: Shipper shall pay a one-part volumetric rate applicable to the service provided as set forth below, multiplied by the quantity of Natural Gas delivered in dth.

(a) Mainline Transportation Usage Charges: The maximum rate(s) per dth, unless otherwise provided, applicable to the delivery zones (Texas, New Mexico, Arizona) in which deliveries are made, as set forth on the currently effective Statement of Rates. If delivered quantities are equal to or less than the Tier 1 quantity for that Shipper, the Tier 1 Transportation Charge shall apply. The Tier 2 rate shall apply to any delivered quantity exceeding the Tier 1 quantity.

4. SHIPPERS RECEIVING RATE SCHEDULE FT-2 SERVICE

Apache Nitrogen Products, Inc.
Chemical Lime Company of Arizona
City of Benson, Arizona
City of Deming, New Mexico
City of Denver City, Texas
City of Lordsburg, New Mexico
City of Morton, Texas
City of Plains, Texas
City of Safford, Arizona
City of Socorro, New Mexico
City of Whiteface, Texas
City of Willcox, Arizona
Corona, New Mexico, Village of
Dumas, Texas, City of
Duncan Valley Electric Cooperative, Inc.
EMW Gas Association
4. **SHIPPERS RECEIVING RATE SCHEDULE FT-2 SERVICE (continued)**

Graham County Utilities, Inc.
McLean, Texas, City of
Sterling Natural Gas, Inc.
Town of Mountainair, New Mexico
Zia Natural Gas Company

The Tier 1 Quantity for each Shipper is equal to the monthly capacity allocated to each FT-2 Shipper as described in the report filed on April 8, 2003 in Docket No. RP00-336-010.

5. **CHARGES**

5.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

5.2 Daily Unauthorized Overrun Transportation. On any Day, if Shipper's takes under its TSA exceed 10,000 dth in total for all Delivery Points, the excess shall be deemed daily unauthorized overrun transportation. Such quantities shall be subject to the daily unauthorized overrun rate. Shipper shall pay an amount obtained by multiplying the quantity of such daily unauthorized overrun quantities by the daily unauthorized overrun rate on the Statement of Rates.

(a) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(b) Pursuant to Section 5.2 of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

6. **FUEL AND L&U**

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for Fuel and L&U for the transportation of Natural Gas pursuant to Shipper's Executed TSA. The Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual Fuel incurred in the transaction being discounted.
7. **TERMINATION OF OTHER SERVICES**

Upon the effectiveness of an Executed TSA under this Rate Schedule, all prior TSAs entered into between Transporter and Shipper shall be terminated and Transporter, if necessary, shall be deemed to have been granted abandonment authorization pursuant to Section 7(b) of the Natural Gas Act with respect to said terminated TSAs. During the effectiveness of a TSA under this Rate Schedule, Shipper shall not request or receive transportation service through Transporter's facilities under any other arrangement with Transporter, or any third party. Notwithstanding the above, any existing non-Rate Schedule FT-2 firm Shipper that acquires all or substantially all of the Natural Gas business of a Rate Schedule FT-2 Shipper may continue service under its existing TSA and under the newly acquired FT-2 TSA. However, the succeeding Shipper may only use the FT-2 TSA for service to the traditional market area served by that Rate Schedule FT-2 TSA. This shall not preclude a Shipper from entering into a transportation arrangement with any upstream pipeline to transport supplies to Transporter's system.

8. **GENERAL TERMS AND CONDITIONS**

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the Fuel provisions of Section 13 and the Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule. Furthermore, Section 8.1(f) of the GT&C, "Flexible Receipts and Delivery Points," shall not apply to this Rate Schedule.
RATE SCHEDULE FT-H
Hourly Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the hourly transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("FTH TSA").

1.5 Hourly transportation service is available only at Delivery Points listed on Exhibit A of Shipper's FTH TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter’s EBB.

1.6 Hourly firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed FTH TSA.

2.2 Hourly transportation service hereunder shall be firm, subject to the provisions of the Executed FTH TSA and to the GT&C incorporated herein by reference.

2.3 Hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed FTH TSA on a ratable basis, the transportation of that Natural Gas through Transporter’s pipeline system, and the delivery of that gas to Shipper, or for Shipper’s account, on an unequal hourly basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper, or for Shipper's account, at the Delivery Points specified in the Executed FTH TSA.

2.4 Rate Schedule FT-H service is a daily transportation service comprised of hourly delivery service based on firm rights to varying Hourly Contract Entitlements at Premium Service Delivery Points.
2.4 (continued)
(a) Daily Transportation Service.

(i) Shipper shall nominate a transportation quantity and Transporter shall schedule in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements.

(i) Hourly Contract Entitlements, as defined in Section 2.6 of this rate schedule, shall be described in Shipper's FTH TSA.

(ii) Hourly gas quantities are not nominated or scheduled. A Shipper's daily scheduled quantity determines its Hourly Scheduled Entitlement.

(iii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlement in any hour, the unused Hourly Scheduled Entitlement may be used in any hour of the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iv) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

2.5 Hourly service options, pursuant to Section 2.6 of this rate schedule, may be purchased as follows:

(a) Winter contract ("FTH-W"); hourly firm transportation service is available for the five consecutive Months during the November through March winter period. FTH-W contracts may be for a term of multiple Years.

(b) Summer contract ("FTH-S"); hourly firm transportation service is available for the seven consecutive Months during the April through October summer period. FTH-S contracts may be for a term of multiple Years.

(c) Shippers may contract for hourly firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FTH-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate hourly firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.
2.6 The following hourly transportation service options are available under this Rate Schedule FT-H. Rate Schedule FT-H service options must be contracted separately.

(a) Three Hour Enhanced Peaking Service "FTH-3." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(ii) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and

(iii) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.

(iv) Hourly quantities in excess of any one of the Section 2.6 (a)(i) through Section 2.6 (a)(iii) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(v) Transporter will provide a minimum pressure commitment of 250 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(b) Twelve Hour Peaking Service "FTH-12." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any twelve hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.
2.6 (b) (continued)

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper’s meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(c) Sixteen Hour Peaking Service "FTH-16." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any sixteen hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary Delivery Point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper’s meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(d) Eight Hour Peaking Service "FTH-8." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 300% of 1/24th of the daily scheduled quantity at such point in any hour for up to any eight hours in a Gas Day; however, no one hour in the Gas Day may exceed 300% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 300% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.
2.6 (d) (continued)

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

2.7 Hourly Delivery Transfer. Should Shipper elect non-uniform rates of flow pursuant to Section 2.6 of this rate schedule, Transporter will provide for (unless Shipper requests otherwise) the hourly transfer of any unused Hourly Scheduled Entitlement quantities to Shipper's upstream Operationally Equivalent Delivery Point in the same geographic region so that such unused Hourly Scheduled Entitlement is combined with Shipper's other Hourly Scheduled Entitlements at such upstream Delivery Point.

(a) Hourly delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for hourly delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's FTH TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.

(c) Hourly Scheduled Entitlements transferred from a delivery point must be equal to, or less than, Shipper's Hourly Scheduled Entitlement pursuant to Shipper's FTH TSA, less hourly deliveries to such point resulting from nominations for delivery to that point.

(d) Hourly delivery transfers to delivery points shall not exceed the quantity limitations for the time periods specified in Shipper's FTH TSA.

(e) The transfer of such Hourly Scheduled Entitlements may not affect service to any other firm Shipper.

2.8 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.
2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Shipper's daily scheduled quantity at a Delivery Point will be converted to Hourly Scheduled Entitlements based on the hourly profile described in Shipper's FTH TSA.

3.2 On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its FTH TSA at Premium Service Delivery Points not listed in Shipper's FTH TSA if the distance between the Receipt Point and Delivery Point and the Flow Path are Operationally Equivalent to the points listed in the FTH TSA and service to other Shippers is not adversely affected. If these conditions are not satisfied, Shippers may use the Receipt and/or Delivery Point on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

3.3 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.

(b) Rate Schedule FT-H capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule FT-H rates for such service until the next general rate proceeding.

3.4 Rate Schedule FT-H capacity may be released to another party.

(a) The Acquiring Shipper will retain hourly service rights, as defined in the Releasing Shipper's FTH TSA, at the primary delivery points released by the Releasing Shipper. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 3.2 of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point.

(c) Released Rate Schedule FT-H capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates an acquired Delivery Point to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule FT-H rates for such service until the next general rate proceeding.
3.5 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule FT-H Shippers.

3.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. **HOURLY POINT RIGHTS**

Transporter shall provide defined hourly transportation service at Premium Service Delivery Points pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service must be identified on Transporter's EBB as Premium Service Delivery Points.

4.2 Where deliveries involve service to non-Premium Service Delivery Points, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 A Shipper's total hourly rights at a Delivery Point will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

4.4 All nominations are submitted and scheduled in daily quantities. Transporter will apply hourly profiles, pursuant to Shipper's FTH TSA, to the nominated and confirmed daily quantities to determine Hourly Scheduled Entitlements.

4.5 Gas flows at Premium Service Delivery Points will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method, as set forth in Section 10.5 of the GT&C.

   (a) Daily transportation service requiring uniform 1/24th of scheduled quantity flow rate, including authorized overruns;
4.5 (continued)

(b) Hourly transportation service providing for Twelve Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

c) Hourly transportation service providing for Sixteen Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

d) Hourly transportation service providing for Eight Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

e) Hourly transportation service providing for Three Hour Enhanced Service under Rate Schedule FT-H, including authorized overruns;

(f) Daily no-notice transportation service requiring uniform flow rate under Rate Schedule NNTD, including authorized overruns;

(g) Hourly no-notice transportation service providing for Twelve Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(h) Hourly no-notice transportation service providing for Sixteen Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(i) Hourly no-notice transportation service providing for Three Hour Enhanced Service under Rate Schedule NNTH, including authorized overruns; and

(j) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

4.6 On any Gas Day, using the nomination process, a Shipper may request to reduce its Hourly Contract Entitlement at a Delivery Point to create additional useable daily capacity in the manner described below:

Eight Hour Peaking Service may be reduced to Sixteen Hour Peaking Service, Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Sixteen Hour Peaking Service may be reduced to Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Twelve Hour Peaking Service may be reduced to Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Three Hour Enhanced Service may be reduced to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity.
4.6 (continued)

(a) Such requested reduction must take place in the Timely Nomination Cycle (Cycle 1) or the Evening Nomination Cycle (Cycle 2). Once such reduction has been made, it cannot be changed until the next available Cycle 1.

(b) Delivery Point and path capacity that become available as a result of such reduction may be used to provide transportation service for others, including another firm Shipper or interruptible Shipper.

(c) A Shipper who has reduced its Hourly Contract Entitlement will be assessed hourly scheduling penalties based on the lower service option the Shipper has selected.

5. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed FTH TSA.

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

5.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to the service option contracted for in the FTH TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FTH TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FTH TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

5.3 Mainline Transportation Usage Charge: Unless otherwise provided in the FTH TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FTH TSA.
5.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

6. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FT-H Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

7.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.
7.2  (a)  (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 7.2(b)(i) or Section 7.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the FTH TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the Daily Authorized Overrun rate. The Daily Authorized Overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.
7.2  (b) Daily Authorized Overrun Transportation (continued)

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 7.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.
7.2 (c) Daily Unauthorized Overrun Transportation (continued)

(ii) Aggregate Treatment (continued)

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 7.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(vi) Pursuant to Section 7.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.
8. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FTH TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.
RATE SCHEDULE FTH-V
Small Shipper Firm Hourly Transportation Service - Virtual Area

1. AVAILABILITY

This Rate Schedule is available to any Shipper in the Permian virtual area for the hourly transportation of Natural Gas on a firm basis within the Permian virtual area by Transporter. Transportation service under this Rate Schedule is limited to up to 10,000 dth per Day and subject to the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper is limited to one Executed TSA with a TCD of no more than 10,000 dth per Day for service under this Rate Schedule in the form contained in this Tariff ("FTHV TSA"). Primary delivery points listed on the FTHV TSA must be within the Permian virtual area. A Delivery Point outside the Permian virtual area may not be listed on an FTHV TSA.

1.5 Hourly transportation service is available only at Premium Service Virtual Delivery Points ("PSVPs") that are listed on Exhibit A of Shipper's FTHV TSA. Such Delivery Points will be dependent on operational criteria and must also be identified on Transporter's EBB.

1.6 Hourly transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed FTHV TSA.

2.2 Daily and hourly transportation service hereunder shall be firm, subject to the provisions of the Executed FTHV TSA and to the GT&C incorporated herein by reference.

2.3 Daily and hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed FTV TSA on a ratable basis, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas to Shipper, or for Shipper's account, on an unequal hourly basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper, or for Shipper's account, at the Delivery Points specified in the Executed FTHV TSA.
2.4 Rate Schedule FTH-V service is a daily transportation service with defined hourly delivery service parameters based on certain firm rights to Hourly Contract Entitlements at PSVPs, pursuant to Section 2.6 of this Rate Schedule.

(a) Daily Transportation Service

(i) Shipper shall nominate a daily transportation quantity and Transporter shall schedule in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements

(i) Hourly gas quantities are not nominated or scheduled. A Shipper's nominated and confirmed daily scheduled quantities determine its Hourly Scheduled Entitlement.

(ii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlements in any hour, the unused Hourly Scheduled Entitlements may be used in any hour of the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iii) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

2.5 Grandfathered Sculpted Monthly Maximum Delivery Quantities and Conversion Rights. If a Shipper, as of December 31, 2008, has varying monthly MDQ rights under Rate Schedule FT-1 service and elects to convert part or all of that service to FTH-V service, Shipper may move such sculpted monthly MDQ rights to its Rate Schedule FTH-V contract.

2.6 Hourly transportation service under this Rate Schedule FTH-V shall be based on a three-hour enhanced peaking right, subject to the limitation that gas quantities taken at an applicable Delivery Point may not exceed the daily scheduled quantity at such point. On any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(a) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(b) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and
2.6 (continued)
(c) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.
(d) Hourly quantities in excess of any one of the Section 2.6(a) through Section 2.6(c) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.7 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.8 Service options pursuant to this Rate Schedule may be purchased as follows:
(a) Winter contract ("FTHV-W"); firm transportation service is available for the five consecutive Months during the November through March winter period. FTHV-W contracts may be for a term of multiple Years.
(b) Summer contract ("FTHV-S"); firm transportation service is available for the seven consecutive Months during the April through October summer period. FTHV-S contracts may be for a term of multiple Years.
(c) Shippers may contract for firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FTHV-A"). In addition, an annual contract may be for twelve months or longer.
(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.
(e) Maximum rate firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.8(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.
3. CONDITIONS OF SERVICE

3.1 On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its FTHV TSA at Delivery Points not listed in Shipper's FTHV TSA if such alternate Delivery Point is a PSVP and is within the Permian virtual area and service to other Shippers is not adversely affected. If these conditions are not satisfied, Shippers may use the Delivery Point on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

3.2 Pursuant to Section 8.1(f) of the GT&C, a Shipper that re-designates a primary delivery point to another PSVP will retain defined hourly delivery service parameters at such point if service to the re-designated point is Operationally Equivalent to service at the original point, is within the Permian virtual area, and is listed on the EBB as a PSVP available location.

3.3 Release of FTH-V Capacity

(a) The Acquiring Shipper will retain hourly service rights, as defined in the Releasing Shipper's FTHV TSA, at the primary delivery points released by the Releasing Shipper. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 3.1 of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another PSVP will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point, is within the Permian virtual area, and is listed on the EBB as a PSVP available location.

3.4 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule FTH-V Shippers.

3.5 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.
4. **HOURLY POINT RIGHTS**
   Transporter shall provide defined hourly transportation service at PSVPs pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service within the Permian virtual area must be identified on Transporter's EBB as PSVPs.

4.2 Where deliveries involve service to non-PSVPs, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 Gas flows at PSVPs will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method, as set forth in Section 10.5 of the GT&C.

   (a) Daily transportation service requiring uniform 1/24th of scheduled quantity flow rate, including authorized overruns;

   (b) Hourly transportation service providing for firm Permian virtual area service under Rate Schedule FTH-V, including authorized overruns;

   (c) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

5. **RATE**

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

5.2 Transportation Charges: Shipper shall pay to Transporter each Month the charges set forth below under the Executed FTHV TSA.

   (a) Mainline Reservation Charges: Shipper shall pay the applicable Reservation Charges, which shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FTHV TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FTHV TSA.

   (b) Mainline Transportation Usage Charge: Shipper shall pay the maximum rate per dth applicable to the Permian virtual area zone in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FTHV TSA.
5.3 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5.4 Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

6. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FTH-V Shipper when Transporter is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

(a) For purposes of evaluating hourly scheduling penalties, a Shipper's total hourly rights at a PSVP will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

7.2 Overrun Transportation

(a) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the TSA pursuant to Section 2.4 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.
7.2 Overrun Transportation
   (a) (continued)
(i) In the event Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on deliveries in excess of the FTHV TSA TCD, the daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the maximum authorized overrun rate as stated on the Statement of Rates.

(ii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(a) of this rate schedule, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(b) Daily Unauthorized Overrun Transportation
(i) A Shipper shall pay a daily unauthorized overrun penalty for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

(ii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(b)(iii) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates.

(iii) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.
7.2 Overrun Transportation  
(b) (continued)  

(iv) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(v) Pursuant to Section 7.2(b)(ii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

8. FUEL AND L&U  

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FTHV TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS  

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.
RATE SCHEDULE FDBS  
Firm Daily Balancing Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the daily balancing of Natural Gas transportation deliveries to scheduled quantities on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted operational capacity and has the physical capability to perform the firm daily balancing service requested;

1.2 Shipper has met the creditworthiness requirements of this Tariff;

1.3 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("FDBS TSA"); and

1.4 Shipper and Transporter have executed a companion TSA(s) under Transporter's Rate Schedule FT-1 and/or Rate Schedule FT-H ("FT TSA") for firm transportation of gas.

   (a) The FDBS TSA must include the same primary delivery points as provided in the FT TSA;

   (b) The maximum delivery quantity ("MDQ") of the FDBS TSA at a primary delivery point is no more than 10% of the MDQ of such point in the FT TSA; and

   (c) The FDBS TSA must be for a term equal to or less than the term of the FT TSA.

1.5 Firm daily balancing service is available only at Delivery Points listed on Exhibit A of Shipper's FT TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Daily balancing service hereunder shall be firm, subject to the provisions of the Executed FDBS TSA and to the GT&C incorporated herein by reference.

2.2 Except as otherwise provided in this Tariff, at each Delivery Point, hourly quantities delivered, or caused to be delivered, for Shipper's account shall not exceed 1/24th of Shipper's daily scheduled quantities at such point.
2.3 Firm daily balancing service hereunder shall consist of:
(a) Transporter retaining nominated and confirmed Natural Gas quantities on Transporter's pipeline system ("Bank") at the Delivery Points specified in the Executed FDBS TSA up to the FDBS TSA MDQ for each point; and

(b) Transporter delivering nominated and confirmed Natural Gas quantities, after appropriate reductions as provided for in this Rate Schedule, to Delivery Points specified in the Executed FDBS TSA ("Draw") up to the FDBS TSA MDQ for each point.

(c) Firm balancing service will be provided on a daily basis up to a Shipper's Maximum Inventory Amount.

(i) Maximum Inventory Amount is the maximum quantity a Shipper can Bank or Draw at a Delivery Point. The Maximum Inventory Amount is calculated as the difference between the FDBS TSA MDQ at a Delivery Point and the sum of the accumulated end-of-day balances at such point.

2.4 Service options pursuant to this Rate Schedule may be purchased as follows:
(a) Winter contract ("FDBS-W"); firm daily balancing service is available for the five consecutive Months during the November through March winter period. FDBS-W contracts may be for a term of multiple Years.

(b) Summer contract ("FDBS-S"); firm daily balancing service is available for the seven consecutive Months during the April through October summer period. FDBS-S contracts may be for a term of multiple Years.

(c) Shippers may contract for firm daily balancing service separately with a summer or winter contract, or jointly to create an annual contract for service ("FDBS-A"). In addition, an annual contract may be for twelve months or longer.

(d) Maximum rate firm daily balancing service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.4(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.5 Daily Balancing Quantities
(a) On any Gas Day, Shipper's Bank or Draw quantities for that Day at the Delivery Point plus the previous accumulated end-of-day balance at such Delivery Point may not exceed the Maximum Inventory Amount for such point.

(b) On any Gas Day, if the sum of the Bank or Draw quantities and the related FT TSA scheduled quantities at a Delivery Point exceed the MDQ for that point contained in the FT TSA, the excess quantities will be treated as daily unauthorized overrun quantities on the companion FT TSA.
3. CONDITIONS OF SERVICE

3.1 Notwithstanding the above, Shipper may Bank or Draw gas quantities at a Delivery Point in an amount no greater than the FDBS TSA MDQ for such point. Transporter will not provide daily balancing service when Shipper's total outstanding FDBS end-of-day balance at a Delivery Point equals the FDBS Maximum Inventory Amount.

3.2 Firm daily balancing service quantities must be nominated and confirmed to the FDBS TSA in accordance with the provisions of Section 6 of the GT&C.

3.3 Resolution of FDBS End-of-Day Balances.

(a) An FDBS end-of-day balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(c) At the end of the Month, an FDBS end-of-day balance at a Delivery Point may be netted with an FDBS end-of-day balance at another Delivery Point under the FDBS TSA as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) An FDBS end-of-day balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.4 Rate Schedule FDBS capacity may be released to another party. The Acquiring Shipper must meet the requirements of this Rate Schedule.

3.5 Subject to the conditions and requirements for service under this Rate Schedule, Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed FDBS TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.
4.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to an FDBS TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FDBS TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FDBS TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

4.3 Usage Charge: Unless otherwise provided in the FDBS TSA, Shipper shall pay the maximum rate per dth as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FDBS TSA.

4.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FDBS Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

6. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FDBS TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.
7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the FDBS TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.
1. AVAILABILITY

This Rate Schedule is available to any Shipper for the enhanced daily transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the enhanced daily firm transportation service requested;

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform the enhanced daily transportation service;

1.3 Shipper has met the creditworthiness requirements of this Tariff;

1.4 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("NNTD TSA");

1.5 Enhanced daily firm transportation service is available only at Delivery Points listed on Exhibit A of Shipper's NNTD TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB; and

1.6 Enhanced daily firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the executed NNTD TSA.

2.2 Enhanced daily transportation service hereunder shall be firm, subject to the provisions of the Executed NNTD TSA and to the GT&C incorporated herein by reference.

2.3 Enhanced daily transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed NNTD TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the daily delivery of that gas on a scheduled and no-notice basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Points specified in the Executed NNTD TSA.
2.4 Enhanced daily transportation service shall be comprised of scheduled and no-notice transportation service.

(a) Scheduled enhanced daily firm transportation service shall be nominated and confirmed in accordance with the provisions of Section 6 of the GT&C.

(b) No-notice enhanced daily firm transportation service shall consist of Transporter providing gas quantities above or below Shipper's scheduled quantities at primary delivery points listed in the NNTD TSA. The difference between Shipper's daily scheduled quantity and daily Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice daily quantity and will be allocated to the NNTD TSA as the NNTD balance at such point.

(c) Shipper may nominate from/to Receipt and/or Delivery Points not listed in Shipper's NNTD TSA on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

2.5 The enhanced daily transportation service options available under this Rate Schedule NNTD are as follows:

(a) Winter contract ("NNTD-W"); enhanced daily firm transportation service is available for the five consecutive Months during the November through March winter period. NNTD-W contracts may be for a term of multiple Years.

(b) Summer contract ("NNTD-S"); enhanced daily firm transportation service is available for the seven consecutive Months during the April through October summer period. NNTD-S contracts may be for a term of multiple Years.

(c) Shippers may contract for enhanced daily firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("NNTD-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate enhanced daily firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.
2.6 Rates of Flow.

(a) Except as otherwise provided in this Tariff, at each Receipt Point each Party shall use diligent, good faith efforts to tender, or cause to be tendered, gas at reasonably uniform hourly and daily rates of flow. At each Delivery Point, hourly quantities delivered, or caused to be delivered, for Shipper's account shall not exceed 1/24th of Shipper's daily scheduled quantities at such point.

(b) No-notice service shall not be applicable to any hourly variation greater than 1/24th of the NNTD TSA contract demand, except as provided in Section 6 of this rate schedule. Any such excess quantity shall be treated as Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.7 Daily Delivery Transfer. Transporter will provide for (unless Shipper requests otherwise) the daily transfer of any unused daily delivery point entitlements to Shipper's upstream Operationally Equivalent Delivery Point(s) in the same geographic region so that such unused daily entitlements are combined with Shipper's other daily delivery entitlements at such upstream Delivery Point.

(a) Daily delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for daily delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's NNTD TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.

(c) Delivery point entitlements transferred from a delivery point must be equal to, or less than, Shipper's MDQ less daily deliveries to such point resulting from scheduled nominations for delivery to that point.

(d) The transfer of such daily entitlements may not affect service to any other firm Shipper.

2.8 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Transporter will provide Shipper with a no-notice gas account equal to +/- 10% of Shipper's TCD to provide daily no-notice service of up to +/- 10% of Shipper's MDQ at each of the primary delivery points listed on Exhibit A of Shipper's NNTD TSA.
3.1  (continued)

(a) Pursuant to Section 3.1(d) of this Rate Schedule, when delivered quantities are less than scheduled quantities (pack) at a primary delivery point, such variance shall not exceed 10% of Shipper's MDQ and shall be deemed "no-notice pack quantities." Any quantities in excess of the no-notice pack quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(b) Pursuant to Section 3.1(e) of this Rate Schedule, when delivered quantities exceed scheduled quantities (draft) at a primary delivery point, such variance shall be deemed "no-notice draft quantities" and shall not exceed the lower of: 1) 10% of Shipper's MDQ, or 2) the difference between the Shipper's MDQ and the scheduled quantity. Any quantities in excess of the no-notice draft quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(c) Each Day no-notice pack or draft quantities for all delivery points listed in Exhibit A of Shipper's NNTD TSA will be netted together and the net pack added to, or the net draft subtracted from, the no-notice account balance as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) In the event a pack no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice pack quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the pack no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with pack no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage pack quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice pack account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the pack no-notice quantities at the first point, the pack no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the pack no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the pack no-notice account balance is reduced to equal 10% of Shipper's TCD.
3.1 (continued)

(e) In the event a draft no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice draft quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the draft no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with draft no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage draft quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice draft account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the draft no-notice quantities at the first point, the draft no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the draft no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the draft no-notice account balance is reduced to equal 10% of Shipper's TCD.

3.2 On an alternate basis, Shipper may use its NNTD rights at Premium Service Delivery Points not listed in Shipper's NNTD TSA if the distance between the Receipt Point and Delivery Point and the Flow Path are equivalent to the points listed in the NNTD TSA ("Operationally Equivalent") and service to other firm shippers is not adversely affected. If these conditions are not satisfied, Shipper may use the Receipt and/or Delivery Points on a Second Alternate basis pursuant to Section 6.2 of the GT&C at scheduled uniform rates of flow pursuant to the requirements of this Tariff.

(a) Shipper's use of no-notice service at an alternate delivery point is limited to no more than 10% of the scheduled quantity at such alternate point and the availability of no-notice quantities pursuant to Section 3 of this Rate Schedule.

3.3 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain no-notice service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.
3.3 (continued)

(b) Rate Schedule NNTD capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule NNTD rates for such service until the next general rate proceeding.

3.4 Resolution of NNTD Balance.

(a) An NNTD balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Any TSA may be used to make-up or payback gas quantities.

(c) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(d) At the end of the Month, an NNTD balance on an NNTD TSA may be netted with an NNTD balance on another NNTD TSA, as long as such netting does not serve to effectuate transportation across persistent system constraints.

(e) An NNTD balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.5 Release of Rate Schedule NNTD Capacity.

(a) Shipper may release its Rate Schedule NNTD capacity for service under Rate Schedule NNTD. The Acquiring Shipper must retain the same Delivery Points as provided in the Releasing Shipper's NNTD TSA to retain the no-notice features of this Rate Schedule. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis.

(b) Released Rate Schedule NNTD capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule NNTD rates for such service until the next general rate proceeding.

(c) Shipper may not separately release the no-notice (un-nominated) portion of its NNTD TSA.

3.6 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule NNTD Shippers.
3.7 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the executed NNTD TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

4.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to an NNTD TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the NNTD TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the NNTD TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

4.3 Mainline Transportation Usage Charge: Unless otherwise provided in the NNTD TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada and California) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the NNTD TSA.
4.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule NNTD Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

6. CHARGES

6.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

6.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 6.2(b)(i) or Section 6.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.
6.2 Overrun Transportation (continued)

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the NNTD TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 6.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 6.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities has not been scheduled.
6.2 Overrun Transportation (continued)
   (c) Daily Unauthorized Overrun Transportation.

   (i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its
       TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall
       be assessed for each Day in which gas quantities physically taken at all
       Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5
       of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA,
       plus any authorized overrun quantities. For purposes of calculating the daily
       unauthorized overrun penalty, such excess quantities shall be deemed to be the
       daily unauthorized overrun quantity. Authorized overrun quantities are not
       included in the calculation of an unauthorized overrun penalty.

   (ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs
       under other rate schedules, if applicable), for purposes of determining a
       Shipper's daily unauthorized overrun penalties, allocated gas quantities and,
       separately, contract entitlements will be aggregated. Shipper aggregated gas
       quantities are accounted for as if service was under a single TSA, including the
       computation of the daily Safe Harbor Tolerance Quantities.
       A. In the event Shipper is subject to a daily unauthorized overrun penalty
           and has executed TSAs pursuant to various rate schedules, such daily
           unauthorized overrun penalty shall be assessed by multiplying the daily
           unauthorized overrun quantity by the weighted average of the 100% load
           factor rate under all such TSAs with the weighting based upon the TCD
           of each TSA.

   (iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable)
       shall be assessed based on the application of Safe Harbor Tolerance Quantities
       as described in Section 6.2(c)(iv) of this rate schedule. Shipper shall pay an
       amount obtained by multiplying the daily unauthorized overrun penalty
       quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized
       overrun rate set forth on the Statement of Rates, except as provided in Section
       6.2(c)(ii) of this rate schedule.

   (iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor
       Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day.
       In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor
       Tolerance Quantities as determined and applied pursuant to Section
       11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun
       quantity exceed the applicable Safe Harbor Tolerance Quantities, only those
       quantities taken in excess of such tolerances shall be subject to the daily
       unauthorized overrun penalty (Critical or non-Critical, as applicable). Should
       Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance
       Quantities, such overrun quantities shall be assessed the daily authorized
       overrun rate in recognition of service rendered.
6.2 Overrun Transportation  
(c) (continued)  

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.  

(vi) Pursuant to Section 6.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.  

7. FUEL AND L&U  

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's NNTD TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.  

8. GENERAL TERMS AND CONDITIONS  

Except as otherwise expressly indicated in this Rate Schedule or by the NNTD TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.
RATE SCHEDULE NNTH
No-Notice Transportation Service - Hourly

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the enhanced hourly transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the enhanced hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform the enhanced hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper has an Executed TSA in the form contained in this Tariff ("NNTH TSA").

1.5 Enhanced hourly transportation service is available only at Delivery Points listed on Exhibit A of Shipper's NNTH TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB.

1.6 Enhanced hourly firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed NNTH TSA.

2.2 Enhanced hourly transportation service hereunder shall be firm, subject to the provisions of the Executed NNTH TSA and to the GT&C incorporated herein by reference.

2.3 Enhanced hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed NNTH TSA on a ratable basis, the transportation of that Natural Gas through Transporter's pipeline system, and the unequal hourly delivery of that gas on a scheduled and no-notice basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Points specified in the Executed NNTH TSA.
2.4 Rate Schedule NNTH is a daily transportation service comprised of firm varying Hourly Contract Entitlements at Premium Service Delivery Points and consists of scheduled and no-notice transportation.

(a) Daily Transportation Service.

(i) Scheduled daily firm transportation service shall be nominated and confirmed in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements.

(i) Hourly Contract Entitlements, as defined in Section 2.6 of this rate schedule, shall be described in Shipper's NNTH TSA.

(ii) Hourly gas quantities are not nominated and scheduled. Shipper's daily scheduled quantities will be allocated on an hourly basis based on the Hourly Contract Entitlements described in Shipper's NNTH TSA.

(iii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlement in any hour, the unused Hourly Scheduled Entitlement may be used in any hour for the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iv) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

(c) No-Notice Transportation Service.

(i) No-notice transportation service shall consist of Transporter providing gas quantities above or below Shipper's scheduled quantities at primary delivery points listed in the NNTH TSA.

(ii) The difference between Shipper's daily scheduled quantity and daily Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice daily quantity and will be allocated to the NNTH TSA as the NNTH daily balance at such point.

(iii) Subject to the limits described in this rate schedule, the difference between Shipper's Hourly Scheduled Entitlement quantity and the hourly Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice hourly quantity and will be allocated to the NNTH TSA as the NNTH hourly balance at such point.
2.4 (continued)
(d) On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its NNTH TSA at Premium Service Delivery Points not listed in Shipper's NNTH TSA if the capacity serving the alternate point is Operationally Equivalent and service to other firm shippers is not adversely affected. If these conditions are not satisfied, Shipper may use the Receipt and/or Delivery Points pursuant to Section 6.2 of the GT&C at scheduled uniform rates of flow pursuant to the requirements of this Tariff.

(i) Shipper's use of no-notice service at an alternate delivery point is limited to no more than 10% of the scheduled quantity at such alternate point and the availability of no-notice quantities pursuant to Section 3 of this Rate Schedule.

2.5 The enhanced hourly transportation service options available under this Rate Schedule NNTH are as follows:

(a) Winter contract ("NNTH-W"); enhanced hourly firm transportation service is available for the five consecutive Months during the November through March winter period. NNTH-W contracts may be for a term of multiple Years.

(b) Summer contract ("NNTH-S"); enhanced hourly firm transportation service is available for the seven consecutive Months during the April through October summer period. NNTH-S contracts may be for a term of multiple Years.

(c) Shippers may contract for enhanced hourly firm transportation service separately with a summer or winter contract, or jointly to create an annual contract of service ("NNTH-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate enhanced hourly firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.6 The following enhanced hourly transportation service options are available under this Rate Schedule NNTH. Rate Schedule NNTH service options must be contracted separately.

(a) Three Hour Enhanced Peaking Service "NNTH-3." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:
2.6 (a) (continued)

(i) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(ii) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and

(iii) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.

(iv) Hourly quantities in excess of any one of the Section 2.6 (a)(i) through Section 2.6 (a)(iii) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(v) Transporter will provide a minimum pressure commitment of 250 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in the Operator agreement or TSA covering that D-Code.

(b) Twelve Hour Peaking Service "NNTH-12." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any twelve hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.
2.6 (b) (continued)

(ii) Transporter will provide a minimum pressure commitment of 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(c) Sixteen Hour Peaking Service "NNTH-16." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any sixteen hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(ii) Transporter will provide a minimum pressure commitment of 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

2.7 Hourly Delivery Transfer. Should Shipper elect non-uniform rates of flow pursuant to Section 2.6 of this rate schedule, Transporter will provide for (unless Shipper requests otherwise) the hourly transfer of any unused Hourly Scheduled Entitlements to Shipper's upstream Operationally Equivalent Delivery Point in the same geographic region so that such unused Hourly Scheduled Entitlements are combined with Shipper's other Hourly Scheduled Entitlements at such upstream Delivery Point.

(a) Hourly delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for hourly delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's NNTH TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.
2.7 Hourly Delivery Transfer (continued)

(c) Hourly Scheduled Entitlements transferred from a delivery point must be equal to, or less than, Shipper's Hourly Scheduled Entitlement pursuant to Shipper's NNTH TSA, less hourly deliveries to such point resulting from scheduled nominations for delivery to that point.

(d) Hourly delivery transfers to delivery points shall not exceed the quantity limitations for the time periods specified in Shipper's NNTH TSA.

(e) The transfer of such Hourly Scheduled Entitlements may not affect service to any other firm Shipper.

2.8 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Shipper's daily scheduled quantity at a Delivery Point will be converted to Hourly Scheduled Entitlements based on the hourly profile described in Shipper's NNTH TSA.

3.2 Transporter will provide Shipper with a no-notice gas account equal to +/- 10% of Shipper's TCD to provide hourly no-notice service of up to +/- 10% of Shipper's MDQ at each of the primary delivery points listed on Exhibit A of Shipper's NNTH TSA.

(a) Pursuant to Section 3.2(d) of this Rate Schedule, when delivered quantities are less than scheduled quantities (pack) at a primary delivery point, such variance shall not exceed 10% of Shipper's MDQ and shall be deemed "no-notice pack quantities." Any quantities in excess of the no-notice pack quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(b) Pursuant to Section 3.2(e) of this Rate Schedule, when delivered quantities exceed scheduled quantities (draft) at a primary delivery point, such variance shall be deemed "no-notice draft quantities" and shall not exceed the lower of: 1) 10% of Shipper's MDQ, or 2) the difference between the Shipper's MDQ and the scheduled quantity. Any quantities in excess of the no-notice draft quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.
3.2 (continued)

(c) Each Day no-notice pack or draft quantities for all delivery points listed in Exhibit A of Shipper's NNTH TSA will be netted together and the net pack added to, or the net draft subtracted from, the no-notice account balance as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) In the event a pack no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice pack quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the pack no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with pack no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage pack quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice pack account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the pack no-notice quantities at the first point, the pack no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the pack no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the pack no-notice account balance is reduced to equal 10% of Shipper's TCD.

(e) In the event a draft no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice draft quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the draft no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with draft no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage draft quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice draft account balance does not go below 10% of Shipper's TCD.
3.2 (e) (continued)

(iii) If after reducing the draft no-notice quantities at the first point, the draft no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the draft no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the draft no-notice account balance is reduced to equal 10% of Shipper's TCD.

3.3 Resolution of NNTH Balance.

(a) An NNTH balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Any TSA may be used to make-up or payback gas quantities.

(c) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(d) At the end of the Month, an NNTH balance on an NNTH TSA may be netted with an NNTH balance on another NNTH TSA, as long as such netting does not serve to effectuate transportation across persistent system constraints.

(e) An NNTH balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.4 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.

(b) Rate Schedule NNTH capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule NNTH rates for such service until the next general rate proceeding.
3.5 Release of Rate Schedule NNTH Capacity.

(a) Shipper may release its Rate Schedule NNTH capacity for service under Rate Schedule NNTH. The Acquiring Shipper will retain hourly service delivery rights, as defined in the Releasing Shipper's NNTH TSA, at the primary delivery points listed in the Releasing Shipper's NNTH TSA. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 2.4(d) of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point.

(c) Released Rate Schedule NNTH capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates an acquired Delivery Point to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule NNTH rates for such service until the next general rate proceeding.

(d) Shipper may not separately release the no-notice (un-nominated) portion of its NNTH TSA.

3.6 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule NNTH Shippers.

3.7 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.
4. **HOURLY POINT RIGHTS**

Transporter shall provide defined hourly transportation service at Premium Service Delivery Points pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service must be identified on Transporter's EBB as Premium Service Delivery Points.

4.2 Where deliveries involve service to non-Premium Service Delivery Points, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 A Shipper's total hourly rights at a Delivery Point will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

4.4 All nominations are submitted and scheduled in daily quantities. Transporter will apply hourly profiles, pursuant to Shipper's NNTH TSA, to the nominated and confirmed daily quantities to determine Hourly Scheduled Entitlements.

4.5 Gas flows at eligible hourly Delivery Points will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method.

- (a) Daily transportation service requiring uniform, 1/24th of scheduled quantity, flow rate, including authorized overruns;
- (b) Hourly transportation service providing for Twelve Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;
- (c) Hourly transportation service providing for Sixteen Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;
- (d) Hourly transportation service providing for Eight Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;
- (e) Hourly transportation service providing for Three Hour Enhanced Service under Rate Schedule FT-H, including authorized overruns;
- (f) Daily no-notice transportation service requiring uniform flow rate under Rate Schedule NNTD, including authorized overruns;
- (g) Hourly no-notice transportation service providing for Twelve Hour Enhanced Service under Rate Schedule NNTH, including authorized overruns;
4.5 (continued)

(h) Hourly no-notice transportation service providing for Sixteen Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(i) Hourly no-notice transportation service providing for Three Hour Peaking Service under Rate Schedule NNTH, including authorized overruns; and

(j) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

4.6 On any Gas Day, using the nomination process, a Shipper may request to reduce its Hourly Contract Entitlement at a Delivery Point to create additional useable daily capacity in the manner described below:

Sixteen Hour Peaking Service may be reduced to Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Twelve Hour Peaking Service may be reduced to Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Three Hour Enhanced Service may be reduced to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity.

(a) Such requested reduction must take place in the Timely Nomination Cycle (Cycle 1) or the Evening Nomination Cycle (Cycle 2). Once such reduction has been made, it can not be changed until the next available Cycle 1.

(b) Delivery Point and path capacity that become available as a result of such reduction may be used to provide transportation service for others, including another firm Shipper or interruptible Shipper.

(c) A Shipper who has reduced its Hourly Contract Entitlement will be assessed hourly scheduling penalties based on the lower service option the Shipper has selected.

5. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed NNTH TSA.

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.
5.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to the service option contracted for in the NNTH TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the NNTH TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the NNTH TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

5.3 Mainline Transportation Usage Charge: Unless otherwise provided in the NNTH TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the NNTH TSA.

5.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

6. RESERVATION CHARGE CREDIT
Transporter shall provide reservation charge credits to a Rate Schedule NNTH Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

7.2 Overrun Transportation
(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.
7.2 (a) (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 7.2(b)(i) or Section 7.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the NNTH TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.
7.2 Overrun Transportation (continued)
(b) Daily Authorized Overrun Transportation (continued)

(i) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 7.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(ii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.
7.2 Overrun Transportation (continued)
(c) Daily Unauthorized Overrun Transportation (continued)

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 7.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.
7.2 Overrun Transportation (continued)
   (c) Daily Unauthorized Overrun Transportation (continued)

   (vi) Pursuant to Section 7.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

8. FUEL AND L&U

   In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's NNTH TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS

   Except as otherwise expressly indicated in this Rate Schedule or by the NNTH TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the hourly transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.
RATE SCHEDULE IT-1
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the transportation of Natural Gas on an interruptible basis by Transporter when Shipper and Transporter have an Executed TSA, in the form contained in this Volume No. 1A Tariff, for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA, provided that:

2.1 Transportation service hereunder shall be interruptible, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.2 Transportation service shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s), the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that Natural Gas, after appropriate reductions, by Transporter to Shipper or for Shipper's account at the Delivery Point(s).

2.3 Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the Receipt or Delivery Point(s) to effect receipt or delivery of the gas, it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments.

2.4 Shipper has met the creditworthiness requirements of Section 4.16 of the GT&C.

2.5 Rates of Flow.

(a) Except as otherwise provided in this Tariff, gas quantities received by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Receipt Points. Except as otherwise provided in this Tariff, gas quantities delivered by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Delivery Points.

(b) Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.
2.5 Rates of Flow (continued)

(c) To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates on the Statement of Rates applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

3.2 Transportation Charges. Shipper shall pay the sum of the following, if applicable:

(a) Mainline Transportation Usage Charges. The rate(s) in effect and reflected from time to time as the maximum "Mainline Transportation Charges," unless otherwise provided, applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada or California) in which deliveries are made, as set forth on the currently effective Statement of Rates. The Mainline Transportation Charges applicable to a TSA subject to this rate schedule shall be determined by multiplying the quantity of Natural Gas delivered in dth by the rate specified in the TSA. The usage charge payable under this rate schedule shall include all applicable usage surcharges unless otherwise provided in the TSA.

(b) Willcox Lateral Facilities Usage Charge. This charge is applicable to those TSAs which provide service using the Willcox Lateral. The charge consists of the maximum rate, unless otherwise provided, set forth from time to time on the currently effective Statement of Rates multiplied by Shipper's scheduled quantity. Since this charge pertains only to the Willcox Lateral, upstream rights or alternate point rights as described in this Tariff shall apply only to Receipt and Delivery Points on the Willcox Lateral.
3.2 Transportation Charges (continued)

(c) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction (“CIAC”) is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

(d) Other Charges. Transporter shall charge Shipper and Shipper shall pay for any other FERC-approved charges that apply to service under this Rate Schedule.

3.3 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. FUEL and L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's Executed TSA. The Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual Fuel incurred for the transaction being discounted.

5. CHARGES

Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.
6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, including the flow day diversion provisions of Section 6.5, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance management provisions of Section 10, and the Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.
RATE SCHEDULE IHSW  
Interruptible Hourly Swing Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for hourly deliveries of Natural Gas on an interruptible basis by Transporter under the following conditions:

1.1 Shipper has met the creditworthiness requirements of this Tariff.

1.2 Shipper and Transporter have executed a TSA for the IHSW service in the form contained in this Tariff ("IHSW TSA").

1.3 Shipper has an Executed TSA(s) under Transporter's Rate Schedules FT-1, FTH-V, FT-H, NNTD, NNTH and/or IT-1 for the transportation of gas ("Transport TSA(s)").

1.4 IHSW service is available only at Delivery Points identified as Premium Service Delivery Points on Transporter's EBB.

1.5 IHSW service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

1.6 A DP Operator shall have the flexibility to apply IHSW service to hourly quantities under one of the pre-determined allocation methods described in Section 10.5 of the GT&C.

(a) If a DP Operator utilizes IHSW service it may choose to associate such service with the Operator Sweep method option pursuant to Section 10.5. In this event, the Operator's OSA shall be defined as a Transport TSA for purposes of this rate schedule only.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas delivered by Transporter for Shipper pursuant to the IHSW TSA.

2.2 Delivery service hereunder shall be interruptible, subject to the provisions of the IHSW TSA and to the GT&C incorporated herein by reference.

2.3 IHSW service is provided to accommodate hourly flow variations above Hourly Scheduled Entitlements, based on total quantities scheduled on Transport TSAs, at each Premium Service Delivery Point.
2.4 Subject to 2.4(a) and 2.4(b) of this rate schedule, IHSW service consists of Transporter delivering gas quantities at a Delivery Point on Shipper's behalf that are equal to the difference between the total Hourly Scheduled Entitlements at such Delivery Point, as defined by the daily scheduled quantity and specified hourly rights in the Transport TSAs scheduled to the Delivery Point, and the actual hourly gas flows at such point.

(a) In any hour, IHSW service commences once the actual hourly flow at a Delivery Point exceeds the Safe Harbor Tolerance Quantities based on the total of the Hourly Scheduled Entitlements for such point on the applicable Transport TSAs. IHSW rates shall only apply to those quantities in excess of the Safe Harbor Tolerance Quantities.

(b) Transporter will allocate to the IHSW TSA that portion of the difference between Shipper's Hourly Scheduled Entitlement quantities based on its daily scheduled quantity at an eligible Delivery Point and the quantity actually taken at such point that is in excess of the applicable Safe Harbor Tolerance Quantities, up to the limitations set forth in Section 3.4 of this rate schedule.

2.5 IHSW service is an automatic service; it is not nominated. Transporter will apply contracted hourly rights, based on the Transport TSA(s) scheduled to the Delivery Point, to the daily scheduled quantity to determine hourly quantities.

2.6 Should both a firm Shipper and a Rate Schedule IT-1 Shipper each use a separate IHSW TSA for deliveries to the same Delivery Point, the DP Operator shall indicate which hourly service agreement is assumed to be used first. If the DP Operator does not so indicate, the Rate Schedule IT-1 related IHSW agreement ("IT IHSW") shall be used first.

3. CONDITIONS OF SERVICE

3.1 Transporter may, due to operational constraints, suspend the availability of IHSW service on any Day and at any time during the Gas Day prior to the close of the nomination period for Cycle 5.

3.2 A Shipper who acquires capacity subject to the provisions of Section 9 of the GT&C may use IHSW service in conjunction with such capacity for at least one Month at a time.

3.3 Shipper may use its IHSW TSA in conjunction with multiple TSA(s). Shipper shall notify Transporter of its election of designated TSAs applicable at a Delivery Point prior to the last Business Day of the Month preceding the effective Month; such election shall be for a period of no less than one Month.

3.4 IHSW service shall not be applicable to the aggregate sum of any hourly variation greater than 160% of 1/24th of each TSA's daily scheduled quantities at a Delivery Point. Actual hourly flow quantities under the related TSA(s) greater than 160% of 1/24th of the sum of the applicable scheduled quantities shall be treated as Hourly Scheduling Penalty Quantities under the applicable Transport TSA(s) and shall not be IHSW quantities.
3.5 Any daily imbalance will remain on the Transport TSA(s).

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the executed IHSW TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

4.2 Shipper shall pay, unless otherwise provided in the IHSW TSA, the maximum rate(s) per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made, as set forth from time to time on the applicable Statement of Rates. Each Day, Shipper shall pay an amount obtained by multiplying the IHSW quantity at each Delivery Point by the applicable rate for such Delivery Point.

4.3 The usage charges payable under this rate schedule will include all applicable surcharges, unless otherwise provided in the TSA.

5. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the IHSW TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, and Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.
RATE SCHEDULE ISS
Interruptible Storage Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the storage of Natural Gas on an interruptible basis by Transporter under the following conditions:

1.1 Transporter determines it has sufficient operationally available and uncommitted capacity to perform the interruptible storage service requested;

1.2 Shipper has met the creditworthiness requirements of this Tariff;

1.3 Shipper has an Executed TSA for the interruptible storage service in the form contained in this Tariff ("ISS TSA"); and

1.4 Shipper has an Executed TSA under Transporter's Rate Schedules FT-1, FT-H, NNTD and/or NNTH ("Transport TSA") for the transportation of gas to and from "Pipeline Storage". Such Transport TSA must be for a term equal to or greater than the ISS TSA.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas stored by Transporter for Shipper pursuant to the executed ISS TSA.

2.2 Storage service hereunder shall be interruptible, subject to the provisions of the Executed ISS TSA and to the GT&C incorporated herein by reference.

2.3 Interruptible storage service hereunder shall consist of:

(a) Transporter injecting nominated and confirmed Natural Gas quantities into storage on an interruptible basis;

(b) Transporter storing gas quantities on Shipper's behalf on an interruptible basis; and

(c) Transporter withdrawing nominated and confirmed Natural Gas quantities from storage on an interruptible basis.

2.4 On any Gas Day, any TSA may be used to transport gas to and from storage.

3. CONDITIONS OF SERVICE

3.1 Interruptible storage service must be nominated and confirmed to the ISS TSA in accordance with the provisions of Section 6 of the GT&C.
3.2 Upon issuance of a notice of Critical Condition that affects Transporter's use of pipeline capacity for higher priority services or operational requirements, Transporter may require Shipper to 1) suspend its injections into storage, 2) suspend its withdrawals from storage, or 3) withdraw its storage inventory on an expedited basis. Notification of the required activity shall be made pursuant to the notification procedures of Section 6.1(a)(xii) of the GT&C.

(a) Such notification shall only be made when the required Shipper action is necessary to protect the operational integrity and flexibility of Transporter's pipeline system or to allow Transporter to fulfill higher priority commitments.

(b) Upon notification by Transporter of required expedited storage withdrawals, Shipper will be required to submit a nomination pursuant to Section 6 of the GT&C in the next available nomination cycle to withdraw, no later than the next Gas Day, the greater of ten percent of Shipper's existing interruptible inventory or 5,000 Dth. Withdrawals at the same rate on subsequent Gas Days may also be required by Transporter.

(i) Should Transporter receive a valid nomination complying with a notification to withdraw but be unable to confirm or schedule such nomination, the obligation of Shipper to comply with that notification, but not the obligation to submit nominations, shall be suspended until such time as Transporter's operational conditions permit such nomination to be confirmed and scheduled.

(ii) Unless otherwise agreed by Transporter and Shipper, any storage inventory not nominated for withdrawal within the period of time specified by Transporter shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed ISS TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

4.2 Shipper shall pay, unless otherwise provided in the ISS TSA, the maximum rate(s) per dth set forth from time to time on the applicable Statement of Rates. Shipper shall pay an amount obtained by multiplying the average daily balance of gas stored by Transporter for Shipper's account during the Month by the applicable storage inventory rate.
4.3 In addition to the storage inventory rate provided in Section 4.2 of this rate schedule, 
Shipper shall pay a commodity charge consisting of the sum of the following components:

(a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of 
the Quantity Injection Rate multiplied by the quantity scheduled for injection into 
storage for Shipper's account each Month. Unless otherwise provided in the ISS 
TSA, the Quantity Injection Rate shall be the maximum rate(s) per dth set forth 
from time to time on the currently effective Statement of Rates.

(b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product 
of the Quantity Withdrawal Rate multiplied by the quantity delivered from storage 
for Shipper's account each Month. Unless otherwise provided in the ISS TSA, the 
Quantity Withdrawal Rate shall be the maximum rate(s) per dth set forth from time 
to time on the currently effective Statement of Rates.

4.4 No surcharges are applicable to service under this Rate Schedule. Surcharges, where 
applicable, will be assessed on the downstream component of the transportation service 
associated with the withdrawal of the gas from storage.

4.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to 
Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the 
GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount 
incurred and paid by Transporter for the applicable off-system capacity.

5. FUEL

In addition to the payments made pursuant to the other provisions of this Rate Schedule, 
Shipper shall provide and be responsible for the Fuel necessary to support the injection and 
storage of Natural Gas pursuant to Shipper's ISS TSA. Fuel will be assessed on the injection 
quantity. Unless otherwise agreed, the Fuel charge shall be set forth on the applicable Statement 
of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

6. TRANSFER OF GAS IN PLACE

6.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell gas in its storage account to 
another Party ("Transferee"), pursuant to this Rate Schedule provided:

(a) Transferor has all necessary authority to sell the gas.

(b) Subject to the scheduling provisions of Section 6 of the GT&C, Transferee and 
Transferor submit a nomination notifying Transporter of the sale of stored quantities.

(c) Transporter verifies that the Transferor has sufficient gas quantity in its storage 
account to effectuate the transfer.
6.1 Transfer of Gas in Place (continued)

(d) On the date the transfer is to become effective, the Transferee shall have an Executed ISS TSA to accommodate the quantity being acquired from the Transferor.

(i) Transporter is not obligated to immediately withdraw transferred gas quantities from storage.

(ii) Transferee is not obligated to immediately withdraw transferred gas quantities from storage; however, transferred quantities shall be subject to the terms and conditions of Transferee's ISS TSA.

7. TERMINATION OF STORAGE SERVICE

7.1 Shipper is required to remove all stored quantities no later than the termination date of the ISS TSA. Upon termination of the ISS TSA, any stored quantity not removed shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Transporter shall extend the time by one Day for each Day that Shipper submits a valid nomination for the withdrawal of stored quantities that it is unable to confirm or schedule due to operational reasons.

7.2 Shipper is required to remove all stored quantities no later than the termination date of Shipper's Transport TSA. Upon termination of Shipper's Transport TSA, any gas quantity still in storage shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

8. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the ISS TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, the Fuel provisions of Section 13, the imbalance management provisions of Section 10 and Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.
RATE SCHEDULE PAL
Interruptible Parking and Lending Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the short-term parking and lending of Natural Gas on an interruptible, non-discriminatory basis, by Transporter when and to the extent that:

1.1 Transporter has determined, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide interruptible Parking and Lending service without detriment or disadvantage to Transporter’s firm obligations, system operational needs and interruptible transportation service;

1.2 Shipper has met the creditworthiness requirements of Section 4.16 of the GT&C; and

1.3 Shipper and Transporter have executed an interruptible Parking and Lending Service Agreement (“Agreement”) and related Park and Loan Service Request Order (“PAL RO”) pursuant to the terms of this Rate Schedule and the PAL Form of Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence the parties’ agreement as to the terms of the particular transaction(s) to park and loan Natural Gas pursuant to the Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Transporter for Shipper.

2.1 All receipt and delivery locations on Transporter’s system are locations eligible for PAL service (“PAL Points”), unless otherwise posted by Transporter on its EBB from time to time. All PAL Points will be made available to Shipper on a non-discriminatory basis.

2.2 PAL service under this Rate Schedule is an interruptible service providing for:

(a) Parking Service -- Parking Service shall consist of a Shipper delivering gas quantities to Transporter at a designated PAL Point on a designated date(s), as requested in the PAL RO and approved by Transporter, for holding and Transporter's subsequent withdrawal of parked quantities of gas to Shipper on the date(s) designated in the PAL RO at the same PAL Point where Shipper delivered the gas, pursuant to the PAL RO and Section 4 of this Rate Schedule.
2.2 (continued)

(b) Lending Service -- Lending Service shall consist of Transporter's advancement of gas quantities to Shipper at a designated PAL Point on the designated date(s), as specified in the PAL RO and approved by Transporter, and Shipper's subsequent payback of such advanced (loaned) quantities by Shipper to Transporter at the same PAL Point where the loan occurred, pursuant to the PAL RO and Section 4 of this Rate Schedule.

(c) Parked quantities must be withdrawn or loaned quantities must be paid back to the original designated point. The PAL RO cannot be used to transport Natural Gas to or from the original PAL Point specified in the PAL RO.

(d) Gas quantities may be delivered to a PAL Point for parking or payback of a loan from Receipt Points on Transporter’s system.

2.3 Service under this Rate Schedule shall be subject to all applicable provisions of the GT&C, the executed Agreement, and the executed PAL RO.

2.4 Parking and Lending service rendered under this Rate Schedule shall be provided for a minimum term of one (1) Day.

2.5 In no event shall Transporter be required to provide service under this Rate Schedule that would require Transporter to install, operate, acquire or maintain any additional facilities.

3. RATES AND CHARGES

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates on the Statement of Rates applicable to any individual Shipper pursuant to Section 4.17 of the GT&C; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates. Downward adjustment to any rate shall be for a specific term.
3.2 Shipper shall pay to Transporter each Month the following charges for gas parked or loaned at each PAL Point for Shipper's account as set forth in the PAL RO. Daily parked quantities and loaned quantities on the same PAL RO shall be netted for daily billing purposes. The PAL RO shall be posted on Transporter's EBB.

(a) Parking and Lending Charge: The rate per dth specified in the executed PAL RO multiplied by the total quantity of gas parked or loaned at each PAL Point for Shipper's account for each Day service is rendered by Transporter.

(b) Surcharges: No surcharges are applicable to PAL service under this Rate Schedule.

(c) Fuel Charges: Fuel charges are not applicable to service under this Rate Schedule.

3.3 Authorized overrun charges shall be assessed on a daily basis for any nominated and confirmed quantities that exceed the PAL RO's Daily PAL Quantity. Authorized overrun charges will be assessed at the rate listed on the Statement of Rates for overrun charges, unless otherwise agreed to in writing by Transporter.

3.4 In circumstances where Transporter is unable to confirm a valid PAL nomination to pay back a loan or to remove parked quantities, the Parking or Lending charge shall be reduced to $0.0000 per Dth for that Day for the quantities Transporter is unable to confirm. If the Day on which Transporter is unable to confirm a valid nomination under this Rate Schedule to pay back loaned quantities or to withdraw parked quantities is the final Day of the term of the PAL RO, the term shall be automatically extended for one Day and the applicable service charge(s) for the additional Day shall be $0.0000 per Dth.

3.5 Transporter and Shipper may mutually agree to extend the term of the PAL RO and the rate applicable to the PAL RO for an additional amount of time.

4. SCHEDULING PAL SERVICE

4.1 Shipper shall nominate PAL service under this Rate Schedule in accordance with the nomination procedures set forth in the GT&C.

4.2 PAL service may be interrupted at any time and such interruption may be in effect for extended periods of time. Interruption of PAL service may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

4.3 If allocations become necessary, scheduling of PAL services will be based on the priorities for parking and lending services established in Section 6.2 of the GT&C.

4.4 Shipper shall not pay back more than the quantity loaned nor withdraw more than the quantity parked under the PAL RO.
5. INTERRUPTION OR TERMINATION OF PAL SERVICE

5.1 Shipper may be required, upon notification from Transporter, to withdraw quantities of gas previously provided to Transporter under the Parking Service, or pay back quantities of gas previously loaned to Shipper under the Lending Service. Such notification shall only be made when the required Shipper action is necessary to protect the operational integrity of Transporter's pipeline system or to allow Transporter to fulfill higher priority commitments. Such notification shall be made pursuant to the notification procedures of Section 6.1(a)(xii) of the GT&C.

5.2 Should Transporter notify Shipper to withdraw or pay back quantities of gas pursuant to Section 5.1 of this rate schedule, Transporter's notification shall specify the time by which Parking Service quantities shall be withdrawn, and/or Lending Service quantities shall be paid back. The time period in which Shipper must act will be determined based on the necessity to protect and ensure firm service. However, absent a mutual agreement between Transporter and Shipper, in no event shall the specified time be less than three Days from the date of Transporter's notification. Quantities withdrawn or paid back on dates other than those indicated on the PAL RO pursuant to this Section 5.2 shall be assessed the rates stated in the PAL RO.

5.3 Unless otherwise agreed by Shipper and Transporter, any parked quantity not withdrawn as required by Section 5.1 of this rate schedule shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not paid back as required by Section 5.1 of this rate schedule shall be sold to Shipper at 150% of the Monthly System Cash Out Index Price for the Month in which the gas is retained, calculated pursuant to Section 10.3(c) of the GT&C.

5.4 Should Transporter receive a valid PAL nomination complying with a notification pursuant to Section 5.1 of this rate schedule but be unable to confirm or schedule such nomination, the obligation of Shipper to comply with that notification, but not the obligation to submit nominations, shall be suspended until such time as Transporter's operational conditions permit such nomination to be confirmed and scheduled. Furthermore, under the circumstances described by this Section 5.4, the penalty provision of Section 5.3 of this rate schedule shall not apply until such nomination is able to be confirmed and scheduled. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term of the PAL RO for the amount of time that the transaction was unable to be scheduled.
5.5 Shipper is required to withdraw all parked quantities and pay back all loaned quantities no later than the termination date of the PAL RO. In the event parked quantities remain in Transporter's system and/or loaned quantities have not been paid back to Transporter's system after the expiration of any PAL RO executed by Shipper and Transporter, the resolution of such quantities shall occur under the following procedures:

(a) Transporter and Shipper may mutually agree to modified terms of the PAL RO (including an extended time frame and/or rate) to permit Shipper to pay back and/or withdraw such quantities.

(b) If Transporter and Shipper do not agree to modified terms pursuant to Section 5.5(a) of this Rate Schedule, any parked quantity remaining in Transporter’s system shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not paid back shall be sold to Shipper at 150% of the Monthly System Cash Out Index Price, calculated pursuant to Section 10.3(c) of the GT&C, for the Month in which the PAL RO terminates.

5.6 Shipper or its suppliers shall be responsible for reporting and payment of any royalty, tax, or other burdens on Natural Gas quantities received by Transporter and Transporter shall not be obligated to account for or pay such burdens.

6. EXECUTION OF AGREEMENTS

Upon Shipper's request for PAL service, Transporter will provide one Agreement to be electronically executed to each Shipper requesting PAL service. The Agreement will evidence the intent of the parties that the Agreement, in combination with information provided on all subsequent PAL ROs executed by Shipper, will comprise the contractual agreement of the parties.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Agreement and PAL RO(s), all of the GT&C contained in this Tariff, including without limitation any future modifications, additions or deletions to said GT&C, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. For purposes of this Rate Schedule, the term "PAL RO" shall be substituted for all references to the term "Transportation Service Agreement" (or "TSA") where such term appears in the GT&C.
1. AVAILABILITY

This Rate Schedule is available to any DP Operator that currently receives or will receive gas from Transporter at multiple individual delivery meters that meet the requirements of Section 5.7(b) of the GT&C. This rate schedule does not apply to transportation service at a single meter or a collection of meter runs at a single location. This service permits the Transporter to use the aggregation of individual delivery meters into D-Codes provided for under this rate schedule for purposes of nominations, scheduling, allocations and invoicing under TSAs. Operator Point Aggregation Service will be provided by Transporter when:

1.1 Transporter and a DP Operator mutually agree to: (i) the aggregation of individual delivery meters into D-Codes; (ii) an MDO and an MHO at each delivery meter within each such D-Code; and (iii) such other conditions as may be necessary to ensure the reliability of firm service to all Shippers; and

1.2 Transportation service to delivery meters is accomplished through Rate Schedules FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and IT-1.

1.3 The Operator has executed an Operator Point Aggregation Service Agreement ("OPASA") in the form contained in this Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all nominating, scheduling, allocation and invoicing activity provided by Transporter under any TSA for transportation service at a D-Code, when that D-Code is covered by an effective OPASA.

2.2 Service hereunder shall be subject to the provisions of the executed OPASA and to the GT&C incorporated herein by reference.

2.3 Service hereunder shall consist of the aggregation by Transporter at the D-Code level, for the purposes of nominating, scheduling, allocation and invoicing, of the quantities of Natural Gas delivered to any of the individual delivery meters within a D-Code on behalf of the DP Operator and/or any other Shipper requesting transportation at such delivery meters/D-Codes pursuant to any TSA. DP Operators shall have the right to deliveries of quantities up to the MDO and the MHO at any individual meter station within an effective D-Code.

2.4 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform service under this Rate Schedule.
2.5 The OPASA shall identify the subject D-Codes, MDO and MHO at each delivery meter within each such D-Code.

(a) The MDO and the MHO for a delivery meter shall not exceed the meter capacity at that Delivery Point or the upstream capacity available on a firm basis to serve that delivery meter.

(b) DP Operators may utilize different delivery meters within their designated D-Code; however, Transporter shall have no obligation to provide service above the MDO, the MHO, or the applicable MDQ for a D-Code.

(c) Pressure obligations at any meter in a D-Code will be specified in either the OPASA or a TSA covering that D-Code.

(d) In the event that Transporter determines that changes in system operations result in a D-Code, MDO and/or MHO levels that may potentially degrade the firm rights of other Shippers or firm service reliability, Transporter shall promptly notify the affected DP Operator that Transporter deems it necessary to revise that D-Code, MDO and/or MHO levels to protect Shippers on its system. Such revision(s) will be undertaken pursuant to Section 6 of this rate schedule. If the parties agree to the revisions, the OPASA shall be amended or replaced to reflect the change and the revised D-Code designation, MDO and/or MHO levels shall be posted on Transporter's EBB. If the parties fail to agree to the revisions, then either party may terminate the OPASA on fourteen Days notice. Transporter shall provide DP Operator with the operational reasons for termination when such termination is the result of the parties' failure to agree to a revised D-Code or a revised MDO/MHO level.

2.6 All effective D-Codes, together with their associated individual delivery meters and related MDOs will be identified on Transporter's EBB.

2.7 To the extent required by Transporter for informational purposes, the DP Operator must designate the individual meter(s) at which alternate firm or any interruptible transportation service will be taken.

2.8 DP Operator shall have the option of electing one alternative set of MDOs/MHOs for meters in a D-Code. The alternative set must be mutually agreed to by Transporter and DP Operator when the OPASA is executed or modified. The alternative set would apply depending on the level of alternate firm or interruptible transportation that the DP Operator confirms at the D-Code. DP Operator shall notify Transporter prior to the Timely Nomination Cycle 1 for the Gas Day that the alternative set of MDOs/MHOs will be used.

2.9 Should the DP Operator take gas on an hourly or daily basis at any individual delivery meter that exceeds the MHO or the MDO, respectively, for that meter, DP Operator will pay an MDO/MHO violation penalty pursuant to Section 4 of this rate schedule.
3. RATE

3.1 Rates. DP Operators shall not be charged any rates by Transporter for service under this Rate Schedule; however, the DP Operator will be subject to the MHO/MDO violation penalties described in Section 4 of this rate schedule.

3.2 Surcharges: No surcharges are applicable to service under this Rate Schedule.

3.3 Fuel Charges: Fuel charges are not applicable to service under this Rate Schedule.

4. MHO or MDO VIOLATION PENALTIES

4.1 On any Day, any Flowing Gas quantity at a delivery meter which exceeds the MDO for that meter is an MDO violation. DP Operator shall pay an amount obtained by multiplying the quantity taken in excess of the MDO by the penalty rate listed on the applicable Statement of Rates for a Critical or non-Critical Condition as appropriate.

4.2 In any hour, any Flowing Gas quantity at a delivery meter which exceeds the MHO for that meter is an MHO violation. DP Operator shall pay an amount obtained by multiplying the quantity taken in excess of the MHO by the penalty rate on the applicable Statement of Rates for a Critical or non-Critical Condition as appropriate.

4.3 DP Operator shall pay only one penalty when Shipper's MHO violation penalties result in an MDO violation penalty. DP Operator shall pay the higher of the MDO violation penalty amounts at that point calculated pursuant to Section 4.1 of this rate schedule or the MHO violation penalty amount at that point calculated pursuant to Section 4.2 of this rate schedule.

4.4 If the actions of a Shipper result in the DP Operator being assessed an MHO or an MDO violation penalty, and both Shipper and DP Operator are the same contracted party, only one penalty/charge will be assessed. The Party will pay the highest of the following: 1) the appropriate MHO or MDO violation penalty pursuant to this Section 4, 2) an hourly scheduling penalty pursuant to Section 14.1 of the GT&C, 3) the daily unauthorized overrun penalty pursuant to the applicable rate schedule, or 4) the Critical Condition (SOC/COC) charge pursuant to Section 11.1 of the GT&C.

4.5 MDO and MHO violation penalties shall not be assessed at delivery meters that do not have active telemetry capability (temporary outages excepted) into the DART System on a real-time basis.
4.6 Transporter shall post monthly on its EBB, for informational purposes only, MDO and MHO violation quantities applicable to each DP Operator. Such report shall be posted coincident with the issuance of Shipper imbalance statements and shall include information specific to DP Operator's D-Codes, related meters and the associated MDO and MHO violation quantities.

5. MDO/MHO Transfer

Transporter will provide for (unless DP Operator requests otherwise) the transfer of any unused MDO/MHO quantities to the next eligible upstream delivery meter(s) so that such unused MDO/MHO quantities are combined with DP Operator's other MDO/MHO quantities at such delivery meter.

5.1 Transfer Conditions

(a) MDO/MHO transfers are limited to meters within a single transfer route in a D-Code.

(b) Mainline meters and taps are excluded from MDO/MHO transfer.

(c) Transporter shall post the eligible MDO/MHO transfer routes on its EBB.

(d) Subject to any specified limitations in the DP Operator's OPASA or the Shipper's TSA, the pressure obligation specified on such OPASA or TSA for each meter shall be applicable to quantities taken at that meter, up to the transferred quantity plus the original MDO/MHO.

(e) Should gas quantities taken by the DP Operator at any meter (after including the transferred MDO/MHO quantity) exceed the adjusted MDO quantity for that meter:

(i) The MDO/MHO violation penalty pursuant to Section 4 of this rate schedule shall be charged on the quantities taken by DP Operator that exceed the adjusted MDO/MHO quantities for that meter within the transfer route.

(ii) MDO/MHO transfers are not applicable to meters upstream of any meter that exceeds its adjusted MDO quantity.

(iii) Transporter shall be relieved of any pressure obligation for meters within the transfer route that were specified in the OPASA or the TSA.

5.2 Daily Obligation Transfer. The MDO quantity (including the transferred MDO quantity) at a delivery meter shall not exceed the lesser of 1) the design capacity of the measurement facility at the delivery location or 2) the D-Code MDQ.
5.3 Hourly Obligation Transfer. The MHO quantity (including the transferred MHO quantity) at a delivery meter shall not exceed the lesser of 1) the hourly capacity flow rate of the measurement facility at the delivery location or 2) the firm contracted D-Code hourly entitlement.

(a) MHO quantities associated with transferred MDO quantities will be calculated by dividing the applicable transferred MDO quantity by 24.

5.4 Transporter reserves the right to suspend the transfer of unused MDO or MHO quantities if another party may be harmed by the DP Operator's actions or if the potential MDO/MHO transfer may affect service to any Shipper.

(a) Should Transporter be aware of any event (e.g., maintenance) that would necessitate the suspension of MDO/MHO transfers, Transporter will post a notice of such suspension on its EBB as soon as reasonably possible.

(b) If it becomes necessary to suspend MDO/MHO transfers within the Gas Day, Transporter will post a notice of such suspension on its EBB prior to the close of the nomination period for Cycle 5.

6. MDO/MHO QUANTITY REDUCTIONS

6.1 Pursuant to Section 2.5(d) of this Rate Schedule, Transporter shall notify the affected DP Operator when MDO/MHO quantities must be reduced. The DP Operator will be notified by telephone and in writing that a change is necessary. Such change will occur using the time period provided for in Section 2.5(d) of this Rate Schedule.

6.2 Transporter may reduce a DP Operator's MDO/MHO quantity to protect the firm rights of new/existing firm Shippers and/or ensure service reliability. Some examples of the circumstances that could prompt an MDO/MHO reduction are listed below:

(a) Reduction of available physical capacity due to the modification, sale, or abandonment of facilities including, without limitation, pipeline, compression, meter, or other facilities pursuant to the appropriate Commission authorization.

(b) A significant change in any Shipper's usage patterns that reduces the ability of the system to operate at the levels of the current MDOs/MHOs.

(c) A Shipper terminates its TSA or reduces its MDQ under its TSA.

(d) A formal service request from a Shipper for new firm service or an amendment to existing firm service.

(e) A formal request from a Shipper to convert to a rate schedule requiring the use of greater system assets (e.g., conversion from FT-1 to FT-H).
6.2 (continued)

(f) Primary D-Code/delivery point re-designations pursuant to Section 8.1(f) of the GT&C.

6.3 MDO/MHO quantity reductions shall be limited to an amount commensurate with the operational factors necessary to ensure the protection of firm service rights and system reliability.

(a) The sum of the adjusted MDO quantities for the DP Operator shall be at least equal to, but never less than, the total contracted D-Code MDQ for transportation service to the related meters.

(b) The individual MDO quantity shall be at least equal to, but never less than, the total contracted CMQ at such meter.

(c) Downward MDO adjustments will not change existing pressure requirements as specified in Shipper's TSA(s), unless other mutually agreed upon changes in the TSA(s) require a change in the pressure requirements.

6.4 Pursuant to Section 2.5(d) of this Rate Schedule, if Transporter and DP Operator agree to MDO/MHO quantity reductions, the OPASA shall be amended or replaced to reflect the adjusted levels and Transporter will post the new MDO/MHO quantities on its EBB and the new MDO/MHO quantities shall become effective no earlier than the fifth Business Day following the posting.

6.5 Should DP Operator and Transporter be unable to agree on the reduced MDO/MHO quantities, Transporter will make a determination of the MDO/MHO quantities to be reduced, in its best judgment and in a not unduly discriminatory manner. In making such determination, Transporter will consider the operational factors that result in the smallest MDO/MHO adjustment quantity and/or the impact to the fewest meters within the D-Code, and will balance its consideration of such factors with an effort to spread MDO/MHO reductions across multiple DP Operators where feasible, so that reductions are not unduly discriminatory and do not unnecessarily impact a single DP Operator. Where, consistent with prudent operation of the pipeline, the minimized impacts could be distributed to more than one DP Operator, Transporter shall calculate the MDO reduction quantity and allocate the remaining MDO quantities pursuant to Section 6.5(a) of this Rate Schedule.

(a) At the affected DP Operators' locations, Transporter shall determine the excess MDO amount (i.e., total MDO in excess of total CMQ). The excess MDO amount less the MDO reduction quantity shall be allocated pro rata, based on the respective CMQs, among all affected locations, subject to Section 6.3(b) of this Rate Schedule; provided, however, the revised MDOs shall not exceed the pre-existing MDOs, unless matched with new firm contract quantities.
6.5  (a)  (continued)

(i)  If the calculation of revised MDO quantities for all affected locations would result in an allocation to one or more meters that exceeds the pre-existing MDO quantities for such meter(s), all quantities exceeding the pre-existing MDO quantities shall be allocated to the meter(s) experiencing the reduction in MDOs. Should two or more meters experience a reduction in MDOs, such excess quantities shall be allocated pro rata, based on the pre-existing MDO amounts associated with meters experiencing a reduction.

(ii)  Transporter shall post examples of the reduction methodology set forth in Section 6.5(a) of this Rate Schedule on its EBB and such examples shall remain posted for the duration of the effectiveness of this Section 6.5. The examples provided on the EBB will initially be identical to those submitted as Exhibit A of Transporter's pleading filed on February 29, 2008 in Docket No. RP05-422-024 and will be supplemented as required over time.

(b)  Transporter shall: 1) advise each affected DP Operator(s) of the reduced MDO/MHO quantities in writing, 2) provide workpapers detailing the reduction process to the affected DP Operator(s), and 3) post the new MDO/MHO quantities on its EBB. The EBB posting shall be deemed to revise the existing OPASA between each affected DP Operator and Transporter and the new MDO/MHO quantities shall become effective no earlier than the fifth Business Day following the posting.

(c)  If DP Operator(s) does not agree to the new MDO/MHO quantities, it may terminate the OPASA upon three Business Days written notification to Transporter and schedule transportation service to individual meters without using the previously effective D-Code, beginning on the first Day of the Month following the termination notification.

7.  GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the OPASA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof.
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1. DEFINITIONS

The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

1.1 "Acquired Capacity Agreement" - An agreement between Transporter and the Acquiring Shipper setting forth rate(s) and the terms and conditions of service for using capacity rights acquired pursuant to Section 9.

1.2 "Acquiring Shipper" - Any Shipper who acquires released capacity rights from a Releasing Shipper, pursuant to Section 9.

1.3 "Alternate Capacity" - The path rights or point rights nominated under a firm TSA that is other than Primary Capacity, Flow Point Secondary Capacity or Flow Path Secondary Capacity. Alternate Capacity consists of First Alternate and Second Alternate Capacity. Subject to Sections 1.24, 8.1(e)(ii)(F)(4), 8.1(e)(iii)(B) and 8.1(e)(v) through 8.1(e)(ix), First Alternate Capacity is applicable to any firm Shipper using a Virtual Path and/or an alternate point on a Virtual Path. Second Alternate Capacity is applicable to any firm Shipper that is (i) not using any portion of its Primary Receipt-to-Delivery Flow Path; (ii) using service exceeding its Maximum Receipt or Delivery Quantities at Receipt or Delivery Points or its Path Quantity, but not exceeding its TCD; or (iii) using service that is opposite of the direction of its Primary Receipt-to-Delivery Flow Path.

1.4 "Anadarko Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the Anadarko Basin shall be comprised of gas receipts and deliveries occurring at or north of Dimmitt Station.

1.5 "Bidding Shipper" - Any Shipper who is qualified, pursuant to Section 9.18, to bid for capacity via Transporter's EBB and who submits a bid for such capacity.

1.6 "British Thermal Unit" ("Btu") - One (1) Btu shall mean one British thermal unit and is defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia). Total Btu's shall be determined by multiplying the total volume of Natural Gas delivered times the gas Heating Value expressed in Btu's per cubic foot of gas adjusted on a dry basis.

1.7 "Business Day" - Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico. (NAESB Standard 3.2.1)
1.8 "Capacity Release Program" - The administrative process followed by Transporter to allow a Shipper to release all or part of the pipeline transportation capacity held under an Executed TSA, as set forth in Section 9.

1.9 "Clock Time" - An indication that Transporter will adjust its Gas Day to reflect changes for Daylight Savings Time. See Section 1.12 of the GT&C.

1.10 "Critical Condition" - Those periods when a Strained Operating Condition ("SOC") or a Critical Operating Condition ("COC") is declared pursuant to Section 11.1. When no SOC or COC is declared, it shall be termed a non-Critical Condition.

1.10A "Critical Condition Rate" - The rate used to calculate penalties and charges incurred during a Critical Condition. The Critical Condition Rate shall be the higher of: 1) the Daily Mid-Point Spot Price, or 2) the Monthly System Cash Out Index Price.

1.10B "Daily Mid-Point Spot Price" - Pursuant to Section 11.1, the Daily Mid-Point Spot Price shall be the highest price reported either as delivered to Transporter's Mainline System at West Texas, Permian or Waha in the Permian Basin or as delivered to Transporter's Mainline System at Ignacio, San Juan, or New Mexico in the San Juan Basin or as delivered to the California border for that Day. For purposes of determining the Daily Mid-Point Spot Price, Transporter will use Natural Gas Intelligence ("NGI") Daily Gas Price Index to determine such prices in each basin and at the California border.

In the event the publication listed above ceases publication or to the extent a publication fails to report the applicable spot prices, then Transporter may substitute prices reported in a similar independent publication. If there is a permanent change in a publication, Transporter will file to revise its Tariff to identify a new publication within 60 Days of the change. Changes in the name, format or other method of reporting by the publication in this Section 1.10B that do not materially affect the content shall not affect its use hereunder.

1.11 "Daily PAL Quantity" - The maximum daily quantity that may be parked and/or loaned at the PAL Point as specified in the executed PAL RO. The PAL RO may specify a range for the quantity of a park and/or loan.

1.12 "Day" - A period of 24 consecutive hours, except for those Days that are adjusted for Daylight Savings Time, commencing and ending at 8:00 a.m., Mountain Clock Time ("MCT"), or such other period as the parties may agree upon. "Gas Day" shall mean a period of 24 consecutive hours commencing and ending at 8:00 a.m., MCT, adjusted for Daylight Savings Time when appropriate. "Clock time" indicates that Transporter will adjust its Gas Day to reflect changes for Daylight Savings Time.

1.13 "D-Code" - An aggregation of meters as designated in an executed OPASA between Transporter and DP Operator or a single meter. A D-Code is also considered a Delivery Point, as defined in Section 1.15 of the GT&C.
1.14 "Dekatherm" ("dth") - One (1) dth shall mean a quantity of gas containing one million (1,000,000) Btu's.

1.15 "Delivery Point" - The delivery location (a single meter, a collection of meter runs at a single location, or an aggregation of meters at different but specified locations pursuant to Section 5.7) for which gas quantities are nominated, confirmed and scheduled for delivery to Shipper, or for Shipper's account.

1.15A “Direct Access Request Tracking” (“DART System”) - An information system operated by Transporter that provides, among other things, real-time operations data.

1.16 "DP Operator" - The person or entity that controls or confirms the movement of gas through a Delivery Point.

1.17 "Electronic Bulletin Board" ("EBB") - Transporter's EBB is available at Transporter's designated interactive Internet Web site, pursuant to Section 20 of the GT&C.

1.18 "El Paso System" - The El Paso System is displayed on the map posted on Transporter’s EBB, which may be accessed through the hyperlink identified in Section 3 of the Overview set forth in Transporter’s Tariff.

1.19 "Executed TSA" - Any executed TSA, in either paper or electronic form, or any TSA for which service is being nominated and scheduled under Section 6 of the GT&C shall be considered an Executed TSA.

1.20 "Firm Recalling Capacity" - Firm capacity released subject to the Releasing Shipper's right to recall such capacity during the term of the release, pursuant to Section 9.

1.21 "Flowing Gas" - The physical gas quantity received into and/or taken out of Transporter's pipeline system.

1.22 "Flow Path" - The transportation system capacity nominated by a Shipper between the nominated Receipt Point and nominated Delivery Point.

1.23 "Flow Path Secondary Capacity" - Except as noted below, shall mean the capacity status (path rights) assigned to that path portion of a firm transportation nomination for which either or both the Receipt or Delivery Points lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such nomination passes through Shipper's Primary Receipt-to-Delivery Flow Path. Flow Path Secondary Capacity is limited by the Path Quantity.

1.24 "Flow Point Secondary Capacity" - The applicable point rights to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path. Such point shall be designated a Flow Point Secondary point when used by Shipper.
1.25 "Fuel" - The quantity of gas determined to be consumed during the transportation of gas.

1.26 "Gas Day" - A period of 24 consecutive hours commencing and ending at 8:00 a.m., MCT, adjusted for Daylight Savings Time when appropriate. See Section 1.12 of the GT&C.

1.27 "GISB or NAESB or NAESB WGQ Standards" - Business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant of the Gas Industry Standards Board ("GISB") also known as "North American Energy Standards Board" ("NAESB") and adopted and codified by the Commission in compliance with 18 CFR, Section 284.12, as described in Section 23 of the GT&C.

1.28 "GT&C" - The Transportation General Terms and Conditions of this Tariff.

1.29 "Heating Value" - The quantity of heat, measured in Btu, produced by combustion in air of one (1) cubic foot of anhydrous gas at a temperature of sixty degrees Fahrenheit (60°F) and a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), the air being at the same temperature and pressure as the gas, after the products of combustion are cooled to the initial temperature of the gas and air, and after condensation of the water formed by combustion.

1.30 "Hourly Entitlement Enhancement Nomination" or "HEEN" - A nomination submitted by a firm Shipper to reserve part or all of its MDQ for the nominated flow day to support non-uniform hourly deliveries at a qualified point. HEEN nominations may only be made by Shippers with TSAs under Rate Schedules FT-1, FTH-V, FT-H, NNTD and NNTH and may only be submitted for the Timely or Evening Nomination Cycles and must involve a HEEN Qualified Delivery Point (or Qualified Delivery Point), pursuant to the specifications of Section 8.1(i).

1.31 "Hourly Contract Entitlement" - A Shipper's Hourly Contract Entitlement for firm transportation service is the quantity calculated by multiplying the applicable MDQ times 1/24 times the hourly service rights under the applicable rate schedule (for example, 100% for FT-1, 150% for FTH-12, etc.).

1.32 "Hourly Scheduled Entitlement" - The hourly rights determined by the daily gas quantities nominated by a Shipper and scheduled by Transporter, which is the quantity calculated by multiplying the daily scheduled quantity (up to Shipper's MDQ if applicable) times 1/24 times the hourly service rights under the applicable rate schedule (for example, 100% for FT-1 and IT-1, 150% for FTH-12, etc.). The daily scheduled quantity includes the scheduled Flowing Gas quantities and the HEEN scheduled quantities, if applicable.

1.33 "Hourly Scheduling Penalty Quantity" - The quantity taken at a Delivery Point, as allocated to Shipper pursuant to Section 10.5, that exceeds the Shipper's Hourly Scheduled Entitlement, and any no-notice quantities, if applicable. The Hourly Scheduling Penalty Quantity consists of two components, a scheduling quantity and an overrun quantity.
1.34 "Interconnect" - A point at which any facility, including third-party plants and gathering systems, connects with Transporter's transmission system.

1.35 "L&U" - Lost and unaccounted-for gas.

1.36 "Maximum Delivery Obligation" ("MDO") - The maximum daily quantity that Transporter will be obligated to deliver to a meter as specified in Rate Schedule OPAS. The Maximum Hourly Obligation ("MHO") will be no less than the MDO divided by 24 hours and no more than the MDO divided by 24 hours times 300%.

1.37 "Maximum Delivery Quantity" ("MDQ") - The maximum quantity that Transporter is obligated to deliver at a Delivery Point as specified on Exhibit A of the Executed TSA. The sum of a Shipper's MDQs at all Delivery Points shall equal the TCD.

1.38 Reserved

1.39 "Maximum PAL Quantity" - Shipper's Maximum PAL Quantity shall be the total amount permitted to be parked and/or loaned in Shipper's account as specified in the executed PAL RO.

1.40 "Maximum Receipt Quantity" ("MRQ") - The maximum quantity, not including Fuel and L&U, that Transporter is obligated to receive at a Receipt Point as specified on Exhibit A of the Executed TSA. The sum of a Shipper's MRQs at all Receipt Points shall equal the TCD.

1.41 "Month" - A period commencing on the first Day of the corresponding calendar month and ending on the first Day of the next following calendar month.

1.41A "Monthly System Cashout Index Price" - The Monthly System Cash Out Index Price shall be determined pursuant to Section 10.3(c) of the GT&C.

1.42 "Natural Gas" - Any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane.

1.43 "North System" - That portion of Transporter's transportation system that is north of Dutch Flat Station on the Havasu crossover and north and/or west of the south discharge of Plains Station. Section 1 of the Graphical Illustrations provides an illustration of the North System.

1.44 "One Thousand Cubic Feet" ("Mcf") - The quantity of Natural Gas occupying a volume of one thousand (1,000) cubic feet at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).
1.45 "Operator" - The person or entity that controls the movement of gas through an Interconnect.

1.46 "Operationally Equivalent" - A point is Operationally Equivalent if the following conditions apply: 1) if the distance between the Receipt Point and Delivery Point is sufficient to provide workable linepack, 2) if the delivery lateral, where applicable, has comparable or better diameter, capacity and pressure conditions, and 3) if the Flow Path is equivalent to the points listed in the original agreement.

1.47 "PAL Point" - The transaction point(s) on Transporter's system where parking and lending services are provided to Shipper, as specified in the executed PAL RO. PAL Points include the existing Production Area and California pools.

1.48 "Path Quantity" - The amount of TCD rights available under a Shipper's firm TSA on a physical or Virtual Path on Transporter's pipeline system.

1.49 "Permian - Anadarko Fuel" - The Fuel charge applicable to transport service assessed on quantities physically transported between the Anadarko Basin and Permian Basin.

1.50 "Permian Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the Permian Basin shall be comprised of gas receipts and deliveries occurring south of Roswell Station, east of the suction of Guadalupe Station, east of the suction of Gresham Station, and south of Dimmitt Station.

1.51 "Pool" - The physical or paper Receipt Points determined by Transporter at which supplies may be aggregated and disaggregated. The Pooling areas are identified on Transporter's EBB.

1.52 "Pre-Arranged Shipper" - Any Shipper who is qualified, pursuant to Section 9.18, and seeks to acquire capacity under a pre-arranged release for which notice is given pursuant to Section 9.4.
1.53 "Premium Service Delivery Point" - A Delivery Point eligible for enhanced firm transportation service (e.g., hourly rights, no-notice, daily balancing) and/or interruptible swing service. Premium Service Delivery Points will be identified on Transporter's EBB. Transporter will update the list of Premium Service Delivery Points as experience and operating conditions allow. Transporter's determination of eligibility shall be based on, but may not be limited to, the following:

(a) Except as provided below, the Delivery Point is equipped with physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows; and

(b) The DP Operator agrees to receive variable hourly rates of flow and agrees to operate the Delivery Point under a Predetermined Allocation Agreement ("PDA") or under a mutually agreed upon similar arrangement specifying the allocation of deliveries to individual TSAs.

(c) Should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

1.53A "Premium Service Virtual Delivery Point" ("PSVP") - A Delivery Point eligible for firm transportation service within the Permian virtual area, pursuant to Rate Schedule FTH-V. PSVPs will be identified on Transporter's EBB. Transporter will update the list as new eligible points are identified or upon request(s) of Shipper and/or DP Operator. Transporter's determination of eligibility shall be based on, but may not be limited to, the following:

(a) Location, distance from Transporter's mainline, pressure conditions, proximity to other Receipt and Delivery Points, pipeline diameter; and

(b) Except as provided below, the Delivery Point is equipped with physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows; and

(c) The DP Operator agrees to receive variable hourly rates of flow and agrees to operate the Delivery Point under a Predetermined Allocation Agreement ("PDA") or under a mutually agreed upon similar arrangement specifying the allocation of deliveries to individual TSAs.
1.53A "Premium Service Virtual Delivery Point" (continued)

(d) Should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

(e) Should Shipper or DP Operator request the addition of a Delivery Point to the list posted on the EBB and Transporter does not consent to such addition, Transporter shall provide in writing its reasons for not approving such request to Shipper or DP Operator.

1.54 "Primary Capacity" - The transportation system capacity (path rights) that is within any portion of the Primary Receipt-to-Delivery Flow Path used by a Shipper under its firm TSA. In addition, Primary status shall apply to the receipt and Delivery Points specified in the TSA (point rights). On any pipeline Segment, Primary Capacity is limited by the Maximum Receipt or Delivery Quantity of the Receipt Point(s) and Delivery Point(s) or the Path Quantity, whichever is less.

1.55 "Primary Receipt-to-Delivery Flow Path" - The Primary Capacity between the primary receipt point(s) and primary delivery point(s) limited by the Path Quantity listed in a Shipper's TSA. The direction of flow shall be deemed to be from the primary receipt point to the primary delivery point.

1.56 "Production Area" - A rate delivery zone where the receipts and deliveries occur within the same supply area (San Juan, Permian and Anadarko).

1.56A “Rate Default” - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default. (NAESB Standard 5.2.5)

1.56B “Rate Floor” – For index-based capacity release transactions, Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter’s minimum reservation rate or zero cents when there is no stated minimum reservation rate. (NAESB Standard 5.2.4)
1.57 "Receipt Point" - The receipt location (a single meter, a collection of meters runs at a single location, an aggregation of meters at different but specified locations, or a Pool) for which gas quantities are nominated, confirmed and scheduled for receipt to Shipper, or for Shipper's account.

1.58 "Releasing Shipper" - Any Shipper holding firm capacity rights under a TSA, subject to the conditions of the applicable firm rate schedule, or an Acquired Capacity Agreement who desires to release such firm capacity rights to another Shipper, pursuant to Section 9.

1.59 "RP Operator" - The person or entity that controls or confirms the movement of gas through a Receipt Point.

1.60 "Safe Harbor Tolerance Percentage" - The applicable percentage set forth in the section of a rate schedule or the GT&C that is intended to be utilized for determining the Safe Harbor Tolerance Quantities in respect of hourly scheduling penalties, daily unauthorized overrun penalties and SOC and COC charges, which percentage depends upon whether a Critical or non-Critical Condition exists.

1.61 "Safe Harbor Tolerance Quantities" - The Safe Harbor Tolerance Quantities represent the quantities that do not incur a penalty even though such quantities exceed the applicable contract or scheduling entitlement.

1.62 "San Juan Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the San Juan Basin shall be comprised of gas receipts and deliveries defined by the boundaries of Window Rock Station and Bluewater Station.

1.63 "Segment" - A discrete portion of Transporter's pipeline system between two specific locations. Segments may be identified by a Shipper's nomination(s) or by one or more release(s) of capacity.

1.63A "Segmentation" - The ability of a Shipper holding a firm TSA to subdivide such capacity into Segments and to use those Segments for different capacity transactions. A Shipper may effectuate Segmentation by designating a Segment or Segment(s) by means of nomination(s), or through capacity release(s), in either case, a Shipper may designate a number of discrete transportation combinations (involving Receipt and Delivery Points), so long as the total quantity of such transaction(s) on any Segment is equal to or less than Shipper's TCD.

1.64 "Shipper" - The party contracting with Transporter for services pursuant to any of the rate schedules found in this tariff.

1.65 Reserved
1.66 "South System" - That portion of Transporter's transportation system that is south of Dutch Flat Station on the Havasu crossover, south and east of the south discharge of Plains Station, and the Maricopa line. Section 1 of the Graphical Illustrations provides an illustration of the South System.

1.66A “Ten Year Term Rates” – Rates for firm service applicable to: 1) an Executed TSA in effect and receiving service prior to April 1, 2011 with a remaining term greater than or equal to ten (10) Years with the earliest termination date being April 1, 2021; or 2) an Executed TSA to begin service on or after April 1, 2011 with a term greater than or equal to 10 Years. As determined in the Docket No. RP10-1398 proceeding, all contracts subject to Ten Year Term Rates shall be subject to the maximum rates shown on the Statement of Rates, as applicable, unless otherwise agreed by Transporter and Shipper. This definition shall be removed by Transporter when this term is no longer found in currently effective TSAs.

1.67 "Transportation Contract Demand" ("TCD") - A Shipper's TCD shall be the maximum quantity of gas Transporter is obligated to receive (exclusive of Fuel and L&U) and deliver to Shipper under the terms of the TSA. The TCD shall be specified in the Executed TSA.

1.68 "Transporter" - El Paso Natural Gas Company, L.L.C.

1.69 "Transportation Service Agreement" ("TSA") - A contract for service in the form contained in the applicable Form of Service Agreement.

1.70 "Virtual Path" - That portion of a nominated Flow Path that lies within one of the areas described in Section 8.1(e)(iii)(A).

1.71 Reserved

1.72 "Year" - A period of three hundred sixty-five (365) consecutive Days commencing on the date to be specified in the Executed TSA; provided, however, that any such Year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive Days.
2. MEASUREMENT

2.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

2.2 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.

2.3 Temperature. The temperature of the gas shall be determined at the points of measurement by means of acceptable measurement equipment of standard manufacture as determined by Transporter in exercise of its reasonable judgment, which shall be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas). The arithmetic average of Hourly temperatures for each Day shall be used in computing temperatures of the gas during such Day. In the event electronic computer measurement is used, average hourly temperature will be computed as a running average of data determined during each computer scan.

2.4 Determination of Heating Value and Specific Gravity. The gross Heating Value and specific gravity of the gas may be determined by gas chromatographic analysis. This shall be done by either a gas sample or by an on-line gas chromatograph. In the event a continuous gas sampling device is used, the analysis shall be performed monthly. The determination of gross Heating Value and specific gravity from an on-line chromatograph shall input continuously into the computer for quantity calculations. In the event a continuous gas sampler is installed, then the gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph. Such determinations shall be considered as the gross Heating Value and specific gravity of all gas delivered during the applicable period of sampling. All gross Heating Value and specific gravity determinations made with a chromatograph shall use physical gas constants for gas compounds as outlined in ANSI/API 2530 with any subsequent amendments or revisions to which the Parties may mutually agree.

2.5 Compressibility and Supercompressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8.

2.6 Measurement Equipment

(a) Unless otherwise agreed, Transporter will install, maintain, and operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of gas received and delivered hereunder shall be determined. Shipper may install check-measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. The calibrating
2.6 Measurement Equipment

(a) (continued)
and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 Days to the other its records, together with calculations therefrom, for inspection, subject to return within 30 Days after receipt thereof. The measurement equipment of Shipper shall be for check purposes except as otherwise provided.

(b) Orifice Meters. Orifice meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas."

(c) Ultrasonic Meters. Ultrasonic meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 9 "Measurement of Gas by Multipath Ultrasonic Meters".

(d) Positive Displacement Meters. Positive displacement meters shall be installed and gas volumes computed in accordance with generally accepted industry practices.

(e) New Measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new technique adopted.

(f) Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
2.6 Measurement Equipment (continued)

(g) Correction of Metering Errors. If, upon test, the measuring equipment is found to be in error by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon test, the measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon. In case the period is not known or agreed upon, such correction shall be for a period equal to the lesser of one-half of the time elapsed since the date of the last test or sixteen Days.

(h) Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible:

(i) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.

(ii) By using the registration of any check meter or meters, if installed and accurately registering.

(iii) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

(i) Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 Years, or for such longer period as may be required by appropriate authority, all test data and other similar records.

(j) Right-of-Way and Rural Consumers. Transporter shall install, maintain and operate at its own expense, all main line taps and high-pressure regulators necessary for the delivery of Natural Gas by Transporter to Shipper for resale to right-of-way consumers as well as to rural consumers situated remotely from Shipper's general distribution system. For measurement of gas delivered by Transporter to Shipper for resale to such right-of-way consumers, Shipper may install, maintain and operate at Shipper's own expense, adjacent to Transporter's pipeline, the meters, low-pressure regulators and other equipment required.
2.6 Measurement Equipment
(j) (continued)

For measurement of gas delivered by Transporter to Shipper for resale to such rural consumers, Transporter may, at its option, require Shipper to install, maintain and operate at Shipper's own expense, adjacent to Transporter's high-pressure regulators, the meters, low-pressure regulators and other equipment required.

Notwithstanding the other provisions of these General Terms and Conditions and unless other operating arrangements mutually agreeable to Shipper and Transporter are employed, the following arrangements shall apply to deliveries of gas by Transporter to Shipper for resale to right-of-way consumers as well as to deliveries of gas by Transporter to Shipper for resale to rural consumers where, pursuant to the immediately preceding paragraphs, Shipper installs meters, low-pressure regulators and other equipment required.

Shipper will service all equipment installed by it and the consumers served by use thereof, including handling of all complaints and/or service calls. The reading of said meters shall be performed by the party most conveniently able to do so as mutually agreed upon by Transporter and Shipper. If the meters are read by Shipper, then Shipper shall furnish a copy of the meter readings to Transporter, all without expense to Transporter; provided, however, that Transporter shall have the right to read said meters at any reasonable time upon giving notice to Shipper. All pipe, meters and other equipment shall remain the property of the person or corporation paying for same. Shipper at its own expense will from time to time check the accuracy of the meters measuring said gas and shall give Transporter reasonable notice in writing of its intention to do so. The provisions of Sections 2.6(g) and 2.6(h) hereof shall apply to the accuracy of Shipper's measuring equipment. Transporter may at its option have a representative present at such test.

The frequency of meter reading and the billing for gas delivered by Transporter to Shipper for resale to such right-of-way and rural consumers shall be in accordance with such operating arrangements as may be mutually satisfactory to Transporter and Shipper.
3. QUALITY

3.1 General Specifications. Unless otherwise provided in Sections 3.2 and/or 3.4 of the GT&C, Shipper warrants that all Natural Gas received by Transporter at any mainline Receipt Point(s) shall conform to the following specifications and must be, in Transporter's reasonable judgment, otherwise merchantable:

(a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.

(b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas received shall not exceed twenty degrees Fahrenheit (20°F) at normal pipeline operating pressures.

(c) Total Sulfur - The gas shall not contain more than five (5) grains of total sulfur, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides, per one hundred (100) standard cubic feet. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:

(i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.

(ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-quarters (0.75) grain per one hundred (100) standard cubic feet.

(iii) Organic Sulfur - The organic sulfur content shall not exceed one and one-quarter (1.25) grains per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.

(d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.

(e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of two percent (2%) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.

(f) Diluents - The gas shall not at any time contain in excess of three percent (3%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.
3.1 General Specifications (continued)

(g) Dust, Gums and Solid Matter - The gas shall be commercially free of dust, gums and other solid matter.

(h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot.

(i) Temperature - The gas received by Transporter shall be at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit (50°F). Any party tendering gas at a temperature standard less than fifty degrees Fahrenheit (50°F) shall receive a waiver of such standard only if a test has been conducted in accordance with procedures set forth in Section 3.10(b) hereof and the results from such test demonstrate that the particular segment of the pipeline tested can be safely operated below the fifty degrees Fahrenheit (50°F) temperature standard.

(j) Deleterious Substances - The gas shall not contain deleterious substances in concentrations that are hazardous to health, injurious to pipeline facilities or adversely affect merchantability.

3.2 Grandfathered Receipts. Transporter agrees that at certain grandfathered plant Receipt Points and Interconnects on Transporter's system described below, where gas does not conform to the carbon dioxide and/or the total diluent specification set forth in Sections 3.1(e) and (f) of the GT&C, gas shall be received according to the provisions of this Section 3.2 which are based on the highest non-conforming monthly average percentages of carbon dioxide and total diluents for a Month during the twelve (12) Month base period ended July 31, 1990. Under this Section 3.2:

(a) Transporter shall accept gas with carbon dioxide and/or total diluents at percentages up to the non-conforming specifications at volumes up to the residue volume at the plant design capacity or historical Interconnect volumes, as such existed on July 31, 1990, provided, however, that to the extent Transporter must curtail non-conforming volumes to meet Transporter's Delivery Point specifications for carbon dioxide and/or total diluents, Transporter shall curtail volumes at these plants down to 125% of historical volumes.

(b) Historical volumes for non-conforming plants shall be deemed to be the daily average for the highest monthly tailgate volume delivered to Transporter during the twelve (12) Month base period ended July 31, 1990 and in the event a non-conforming plant or plants are closed, Transporter shall transfer the applicable historical volumes to another plant owned by the same party.

(c) The identification of the non-conforming plants, the grandfathered specifications and the historical volumes are set forth on the table below.
3.2 Grandfathered Receipts
(c) (continued)

NON-CONFORMING PLANTS

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>METER CODE</th>
<th>CO2 MOL %</th>
<th>TOTAL DILUENTS MOL%</th>
<th>HISTORICAL VOLUME (MCF/D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slaughter Plant</td>
<td>77-039</td>
<td>-</td>
<td>11.89</td>
<td>6,915</td>
</tr>
<tr>
<td>(IAMSLAUG)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jal Complex</td>
<td>01-814</td>
<td>-</td>
<td>4.31</td>
<td>28,518</td>
</tr>
<tr>
<td>(IJALCPLX)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jameson Plant</td>
<td>77-078</td>
<td>-</td>
<td>7.02</td>
<td>2,823</td>
</tr>
<tr>
<td>(ISUNJAME)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midkiff Plant</td>
<td>01-079</td>
<td>-</td>
<td>4.95</td>
<td>39,371</td>
</tr>
<tr>
<td>(IMIDKIFF)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goldsmith Plant</td>
<td>02-381</td>
<td>-</td>
<td>5.23</td>
<td>62,267</td>
</tr>
<tr>
<td>(IPHGOLDS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lee Plant</td>
<td>77-025</td>
<td>-</td>
<td>7.34</td>
<td>27,484</td>
</tr>
<tr>
<td>(IPHEEUNIC)</td>
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<td></td>
<td></td>
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<td>Eunice Plant</td>
<td>77-287</td>
<td>-</td>
<td>5.15</td>
<td>57,672</td>
</tr>
<tr>
<td>(IPHEUNIC)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fullerton Plant</td>
<td>77-289</td>
<td>-</td>
<td>6.18</td>
<td>28,200</td>
</tr>
<tr>
<td>(IPHFULFTN)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spraberry Plant</td>
<td>77-248</td>
<td>-</td>
<td>4.64</td>
<td>11,277</td>
</tr>
<tr>
<td>(IPHSPBRY)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Juan River Plant</td>
<td>01-125</td>
<td>-</td>
<td>4.35</td>
<td>32,827</td>
</tr>
<tr>
<td>(ISJRVPLT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sterling Plant</td>
<td>14-447</td>
<td>3.55</td>
<td>4.09</td>
<td>37,390</td>
</tr>
<tr>
<td>(ICONSTER)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TXL Plant</td>
<td>77-029</td>
<td>-</td>
<td>6.17</td>
<td>12,054</td>
</tr>
<tr>
<td>(ISHTXL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrell Plant</td>
<td>01-596</td>
<td>2.89</td>
<td>4.53</td>
<td>102,708</td>
</tr>
<tr>
<td>(ITERRELL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denton Plant</td>
<td>77-001</td>
<td>-</td>
<td>5.02</td>
<td>2,554</td>
</tr>
<tr>
<td>(IDENTON)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perkins Plant</td>
<td>77-068</td>
<td>-</td>
<td>10.19</td>
<td>9,178</td>
</tr>
<tr>
<td>(IUTPERKN)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Val Verde Plant</td>
<td>14-136</td>
<td>2.13</td>
<td>-</td>
<td>195,985</td>
</tr>
<tr>
<td>(IMOITRKA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monument Plant</td>
<td>77-045</td>
<td>-</td>
<td>4.04</td>
<td>31,576</td>
</tr>
<tr>
<td>(IWARMONU)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saunders Plant</td>
<td>77-046</td>
<td>-</td>
<td>5.75</td>
<td>12,421</td>
</tr>
<tr>
<td>(IWARSAUD)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.2 Grandfathered Receipts (continued)

(d) The identification of the non-conforming Interconnects, the grandfathered specifications and the historical volumes are set forth on the table below.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>METER CODE</th>
<th>CO2 MOL %</th>
<th>TOTAL DILUENTS MOL%</th>
<th>HISTORICAL VOLUME (MCF/D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Blue Receipt Point (IBIGBLUE)</td>
<td>14-091</td>
<td>-</td>
<td>9.50</td>
<td>11,900</td>
</tr>
<tr>
<td>Ignacio Dry Gas (ICOLODRY)</td>
<td>01-127</td>
<td>3.13</td>
<td>3.22</td>
<td>37,595</td>
</tr>
<tr>
<td>Northern Natural Plains (INN30PLA)</td>
<td>40-018</td>
<td>-</td>
<td>4.22</td>
<td>111,072</td>
</tr>
<tr>
<td>Plains Compressor (Westar-Felmac) (IW40-043)</td>
<td>40-043</td>
<td>-</td>
<td>4.50</td>
<td>8,464</td>
</tr>
</tbody>
</table>

(e) In addition, Transporter agrees to accept, on a grandfathered basis, gas that does not conform to the sulfur specifications set forth in Section 3.1(c) of the GT&C for Natural Gas received at the tailgate of the Terrell Plant, based on the actual monthly highest non-conforming concentrations during the twelve (12) Month base period ending July 31, 1990. The sulfur specification Transporter shall accept for Natural Gas at volumes up to the residue volume at plant design capacity received at the tailgate of the plant is identified below.

Grandfathered Non-conforming Sulfur Specifications
(grains per 100 standard cubic feet)

<table>
<thead>
<tr>
<th>HYDROGEN SULFIDE</th>
<th>HISTORICAL VOLUME (MCF/D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terrell Plant</td>
<td>0.45</td>
</tr>
</tbody>
</table>

3.3 Delivery Specifications. Except as otherwise provided below, all Natural Gas delivered by Transporter shall conform to the following specifications:

(a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.
3.3 Delivery Specifications (continued)

(b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas delivered shall not exceed twenty degrees Fahrenheit (20°F) at a pressure of 600 psig.

c) Total Sulfur - The gas shall not contain more than three-quarters (0.75) grain of total sulfur per one hundred (100) standard cubic feet, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:

(i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.

(ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-tenths (0.3) grain per one hundred (100) standard cubic feet.

(iii) Organic Sulfur - The organic sulfur content shall not exceed five-tenths (0.5) grain per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.

d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.

e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of three percent (3%) by volume.

f) Diluents - The gas shall not at any time contain in excess of four percent (4%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume.

g) Dust, Gums and Solid Matter - The gas shall be commercially free from solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot. For Natural Gas delivered at the border between the States of Arizona and California, the gas shall have a Heating Value of not less than 995 Btu per cubic foot.
3.3 Delivery Specifications (continued)

(i) Temperature - The gas shall be delivered at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit (50°F) except during those times when due to normal operating conditions and/or seasonal ambient temperatures on or near the pipeline system the temperature may drop below such lower limit.

(j) Deleterious Substances - The gas shall not contain any toxic or hazardous substance, in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities or be a limit to merchantability.

(k) If, at any time, gas delivered by Transporter shall fail to substantially conform to the specifications set forth in this Section 3.3 (a) - (j) of the GT&C, Shipper or its designee agrees to notify Transporter of such deficiency. Shipper, or its designee, may agree to waive Transporter's compliance with its delivery specifications or, if Transporter fails to promptly remedy any such deficiency within a reasonable time, then Shipper or its designee may, at its option, refuse to accept delivery pending correction of the deficiency by Transporter or continue to accept delivery and make such changes as necessary to cause the gas to conform to such specifications, in which event Transporter shall reimburse Shipper or its designee for all reasonable expenses incurred by Shipper or its designee in effecting such changes.

3.4 Specification Exemptions. Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications in Section 3.1 or 3.2 of the GT&C but meets the conditions set forth below, provided that Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.

(a) Transporter may accept gas that exceeds the total diluents specifications as set forth in Section 3.1(f) in Lea, Chaves, and San Juan Counties, New Mexico provided that: (i) the maximum quantity received is no greater than 6,000 Mcf/day; (ii) total diluents are no greater that 6.0%; (iii) the gas meets all other gas quality specifications set forth in Section 3.1; (iv) received volumes will not impact the merchantability of the commingled gas stream; and (v) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.
3.4 Specification Exemptions (continued)

(b) Transporter may accept gas with total diluents not exceeding 4% (four percent) for receipts in the Keystone, Plains and Waha areas, provided (i) the Btu content of such gas is not less than 1000 Btu/cubic feet; (ii) the gas meets the other gas quality specifications set forth in Section 3.1 of the GT&C; (iii) that the Shipper or Operator has installed an online chromatograph and any required appurtenances to monitor the gas quality; and (iv) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.

(c) Transporter may accept any gas that does not meet the specifications set forth in Sections 3.1 or 3.2 of the GT&C on a short-term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.

3.5 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may waive one or more of its gas quality specifications at any Receipt Point to accept gas that does not conform to the quality specifications set forth in Section 3.1 or 3.2 of the GT&C, if Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.

3.6 Upon mutual agreement between Transporter and the downstream Interconnect party, Transporter may temporarily deliver gas that does not conform to the quality specifications set forth in Sections 3.1 or 3.2 of the GT&C, if Transporter, in its reasonable operational judgment and in a not unduly discriminatory manner, determines that such delivery will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such agreement does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; (3) ensure that such agreement does not adversely affect Transporter's ability to deliver gas at its Delivery Points; and (4) ensure that such agreement only affects consenting parties to this Section 3.6. Such agreement shall be made in writing between Transporter and DP Operator and shall be posted on the EBB.

3.7 Failure to Meet Specifications. If, at any time, gas tendered by Shipper for transportation shall fail to conform to any of the applicable quality specifications set forth in Sections 3.1 or 3.2 of the GT&C and Transporter notifies Shipper of such deficiency and Shipper fails to remedy any such deficiency within a reasonable period of time (immediately in those situations which threaten the integrity of Transporter's system), Transporter may, at its option, refuse to accept such gas pending correction of the deficiency by Shipper or, Transporter may continue to accept the receipt of such gas and make such changes as are
3.7 Failure to Meet Specifications (continued)
necessary to cause the gas to conform to such specifications, in which event Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter in effecting such changes, including operational and gas costs associated with purging and/or venting the pipeline. Failure by Shipper to tender quantities that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the obligations of Shipper existing under any other provisions of the Executed TSA. In the event Natural Gas is delivered into Transporter's system that would cause the Natural Gas in a portion of Transporter's pipeline to become unmerchantable, then Transporter is permitted to act expediently to make the gas merchantable again by any and all reasonable methods, including, without limitation, venting the pipeline of whatever quantity of Natural Gas is necessary to achieve a merchantable stream of gas. Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter to obtain merchantable Natural Gas again, including operational and gas costs associated with venting the pipeline. In such cases, Transporter shall promptly notify Shipper of the non-conforming supply and any steps taken to protect the merchantability of the gas.

3.8 Gas Quality Monitoring Equipment. After giving sufficient notice to a Shipper, Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their volumetric pro rata share of the cost of any additional gas quality equipment including hydrogen sulfide analysis and/or water vapor analysis equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.

3.9 The quality specifications set forth in Section 3.3 of the GT&C shall not apply to Natural Gas delivered by Transporter at any Delivery Point in production areas receiving gas delivered by Transporter on July 31, 1990 that did not meet the quality specifications set forth in Section 3.3 of the GT&C. Gas so designated shall be of such quality as may exist in the delivering pipeline from time to time at such Delivery Points and Transporter makes no warranty of merchantability or fitness for any purpose with respect to such gas.

3.10 Testing Procedures - The following test procedures shall be utilized by Transporter.
(a) To determine whether specified sulfur compound limitations are being met as stated under Section 3.1(c), 3.2(e) and 3.3(c) hereof, Transporter shall use the appropriate American Society for Testing Materials Procedures (as revised) Volume 05.05 Gaseous Fuels; Coal and Coke and/or accepted industry practices such as sulfur analyzers and chromatographs.

(b) To determine whether specific points on Transporter's system can operate below the fifty degree Fahrenheit (50°F) tolerance as stated in Sections 3.1(i) and 3.3(i) of the GT&C, Transporter shall use the Charpy impact and drop-weight tear tests in accordance with API-5L Supplemental Requirements 5 and 6, respectively. Inasmuch as this test requires the shutdown of the specific segment of the system being tested, Transporter shall conduct such test only at a time when operations on such segments are not affected or the safety of the system is not put in jeopardy.
3.11 Odorization. As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the Natural Gas delivered, nor to maintain any odorant levels in such Natural Gas. Notwithstanding Section 25.1 of the GT&C, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the Executed TSA, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged sole or concurrent negligent failure by Transporter or any actual or alleged act or omission of any nature by Shipper to odorize the Natural Gas or product delivered under the Executed TSA or to maintain any odorant levels in such Natural Gas or product.
4. REQUESTS FOR SERVICES

4.1 Request for Service. In order to complete a valid request for service, a Shipper must comply with the provisions of this Section 4.1 and Section 4.16 of the GT&C. A request for service shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter’s EBB. A Shipper may either enter the information directly into Transporter’s EBB or furnish the information to Transporter and request that Transporter enter the information into Transporter’s EBB on behalf of the Shipper; in which case, the entry of such information shall be deemed to be the act of the Shipper. If the Shipper requests that Transporter enter the information into Transporter’s EBB on Shipper’s behalf, then Shipper’s request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter’s EBB.

By submitting a valid and complete request for service (or authorizing Transporter to submit such a request as set forth in this Section 4.1), Shipper is certifying that it has entered into or will enter into arrangements necessary to assure all upstream and downstream transportation will be in place prior to commencement of services.

(a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and all contact information, including the name of the person(s) who should be contacted.

(b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, Hinshaw pipeline, producer, end-user or marketer. For a local distribution company, intrastate pipeline company, or Hinshaw pipeline, the state(s) in which Shipper’s natural gas system facilities are located.

(c) The extent of Shipper’s affiliation with Transporter.

(d) Shipper's Dun and Bradstreet (DUNS) number.

(e) Type of service: FT-1, FTH-V, FT-H, FDBS, NNT-D, NNT-H, IT-1, IHSH, ISS or PAL. Pursuant to Section 1.1 of Rate Schedule OPAS, a DP Operator shall contact Transporter to request service under that rate schedule.

(f) The initial term of the service, including beginning and ending dates and if an evergreen term is requested.

(g) The Total Contract Demand, the Maximum Delivery Quantity, and the CMQ(s) (if applicable pursuant to Section 5.7 of the GT&C) under the contract.
4.1 Request for Service (continued)

(h) Receipt and delivery points requested

(i) Flow Path requested

If the Shipper is requesting transportation service, in whole or in part, under Section 311(a)(1) of the Natural Gas Policy Act of 1978 (“NGPA”), in accordance with 18 C.F.R. Part 284, Subpart B of the Regulations of the FERC, then the Shipper shall provide the following information to Transporter:

(j) A certification explaining how the requested transportation service qualifies under Section 311(a)(1) of the NGPA;

(k) The name of the local distribution company or intrastate pipeline company on whose behalf the Gas will be transported;

(l) If the service is being requested under 18 C.F.R. 284.102(d)(3), then Shipper shall provide Transporter a second certification (in addition to the certification required by Section 4.1(j) above) from a local distribution company or an intrastate pipeline certifying that the transportation service is on behalf of such local distribution company or intrastate pipeline.

4.2 Prospective Sale of Available Capacity

(a) New Service Requests. Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:

(i) For service with a term of one Year or longer, the service must be requested to begin no later than three months from the date the request is granted;

(ii) For service with a term greater than three Months but less than one year, the service must be requested to begin no later than one Month from the date the request is granted;

(iii) For service with a term of three Months or less, the service must be requested to begin no later than ten Business Days from the date the request is granted.

(b) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
4.2 Prospective Sale of Available Capacity (continued)
(b) (continued)
(i) The request is associated with an open season;
(ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
(iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

c) If Transporter sells firm capacity pursuant to Section 4.2(b)(i), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective TSA. Where the requested start date of the prospective capacity extends more than one Year into the future, the interim capacity would otherwise be eligible for the right-of-first-refusal ("ROFR") if it is acquired at the maximum applicable tariff rate. Transporter will limit the ROFR rights of such interim capacity using the following procedures for the sale of prospective and interim capacity.

(i) A pre-arranged transaction for any such prospective capacity shall be posted for competitive bidding pursuant to the requirements of Sections 4.4 and 4.5.

(ii) The bid evaluation methodology for the award of such capacity will be Net Present Value as defined in Section 9.9(b)(iii).

(iii) If, after the award of the prospective capacity, Transporter sells any related interim capacity that would otherwise be eligible for ROFR rights, the interim capacity will be posted for competitive bidding pursuant to the requirements of Sections 4.4 and 4.5 and the posting will indicate that such capacity is not eligible for ROFR rights.

(d) If Transporter sells firm capacity pursuant to Section 4.2(b)(iii) that involves the reservation of capacity for a future expansion project, the requirements of Section 4.7 will also be followed.

4.3 Availability of Firm Service

If Transporter determines that it has any uncommitted firm capacity on its system, it shall use the following procedures when selling that capacity.

(a) If the firm capacity is to be sold within the time periods specified in the capacity sales timeline of Section 4.2(a), the procedures of Section 4.4 shall be followed except when Transporter elects to use Section 4.5.
4.3 Availability of Firm Service (continued)

(b) If the firm capacity is to be sold outside the time periods specified in the capacity sales timeline of Section 4.2(a), the competitive bidding procedures of Section 4.5 shall be followed.

4.4 Obtaining Firm Service Within the Sales Timeline

(a) For firm posted capacity to be sold within the timeline of Section 4.2(a),Shipper must submit a valid request for service using the EBB. Transporter will evaluate Shipper's request and post its acceptance of the request on the EBB. If Transporter is unable to accept the service request, it will notify the Shipper in writing.

(b) Transporter will respond to such service requests within 30 Days. Transporter shall award such capacity on a first/come-first/served basis; however, Transporter reserves its right to refuse service if the rate offered by Shipper is less than the maximum rate for the service set forth on the Statement of Rates of this Tariff.

(c) If Transporter accepts Shipper's request for service, the TSA will be deemed electronically executed pursuant to Section 4.11.

4.5 Obtaining Firm Service Outside the Sales Timeline

(a) For firm capacity to be sold outside the timeline of Section 4.2(a) or where Transporter elects to conduct competitive bidding, Transporter will post such capacity on its EBB for competitive bidding. The capacity shall be awarded using the procedures specified by Sections 9.7 and 9.9.

(b) Pre-arranged Shippers are permitted to match tied bids pursuant to Section 9.9(g). Transporter shall not be obligated to accept any bid for uncommitted capacity that is for less than the applicable maximum reservation charge and reservation surcharge.

(c) Transporter and Shipper may negotiate rates that exceed the maximum reservation or usage rates pursuant to Section 4.18. For purposes of evaluating bids, Transporter will award capacity pursuant to the evaluation criteria of Section 9.9(b) and will include any contractual usage revenue commitments in the application of such criteria.

(d) For proposed system expansions where an open season has been held through a notice posted on the EBB, the open season procedures will be deemed to satisfy the competitive bidding requirements of this section.
4.6 Upon receipt of all of the information required in Section 4 for a valid request for transportation service, Transporter shall prepare and tender to Shipper for execution (electronically or in traditional paper form) a TSA in the form contained in this Volume No. 1A Tariff. If Shipper fails to execute the TSA or any amendment thereto within thirty (30) Days of the date tendered, Shipper's request shall be deemed null and void.

4.7 Capacity Reserved for Future Expansion Projects. Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a right-of-first-refusal or Shipper does not exercise its right-of-first-refusal.

(a) Capacity may be reserved up to one Year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities related to the certificate filing are placed into service.

(b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one Year of the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.7.

(c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right-of-first-refusal. The posting for reserved capacity shall also include a non-binding solicitation for turnback capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 Days after the close of the expansion project open season, specifying the minimum term for a response to the solicitation. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material changes in the scope of the project.

(d) When reserving capacity for future expansion projects, Transporter shall first post for bid all of its available capacity prior to the reservation period. Transporter shall post and award available capacity in accordance with Sections 9.7 and 9.9 except for the open season posting period which shall be at least five Business Days for all capacity posted under this Section 4.7(d).
4.7 Capacity Reserved for Future Expansion Projects (continued)

(e) When an open season is held prior to the expansion project open season, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

(f) Any capacity reserved under this Section 4.7 shall be made available for transportation service pursuant to the GT&C on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 4.14 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.

(g) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available capacity within 30 Days of the date that the project terminates, with the exception of capacity committed to in contracts entered into on an interim limited-term basis until the in-service date of any expansion facilities during the period the capacity was reserved.

4.8 Obtaining Interruptible Service.

(a) Requests for interruptible transportation shall be invalid and shall not be considered if service is requested to commence later than six Months after the information specified in Section 4 is provided to Transporter.

(b) After receiving a valid request for interruptible service, Transporter will evaluate Shipper's request for service and post its acceptance of the request on the EBB. If Transporter is unable to accept the service request, it shall notify the Shipper in writing.

(c) If Transporter accepts the Shipper's request for service, the TSA shall be deemed electronically executed pursuant to Section 4.11.
4.9 Off-System Capacity.

(a) Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers ("off-system capacity"). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline’s tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.

(b) Third Party Charges. If Transporter acquires off-system capacity from a third party(ies) pursuant to Section 4.9(a) of the GT&C and provides transportation and/or storage service for the benefit of Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(ies) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and usage charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

(c) Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper which is not used by that Shipper or an Acquiring Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter’s FERC Gas Tariff and subject to Transporter’s currently effective rates, including any applicable Third Party Charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.

(d) Should Transporter acquire off-system capacity from a third party to render service for Shipper(s) on such capacity consistent with Section 4.9(a) of the GT&C, the path(s) defined in Section 8.1 of the GT&C will be deemed to be extended to the applicable point(s) on the third party’s system for the purpose of transporting the off-system capacity. Transporter will indicate which path(s) is being utilized in this manner in a posting on its EBB. This posting shall remain on the EBB for the duration of the term of the agreement for the underlying off-system capacity.

4.10 Reserved
4.11 Electronic Execution of Agreements - For all TSAs (including all Parking & Lending Service Agreements, Park & Loan Service Request Orders and amendments to existing agreements) entered into on or after the effective date of this tariff provision (all of which shall be referred to as Service Agreements for purposes of this Section 4.11), Transporter and Shipper may execute such Service Agreements electronically or by signing a traditional paper agreement. If Shipper elects to sign a traditional paper agreement, then Shipper shall not submit nominations while the paper Service Agreement is pending execution. For Service Agreements requiring filing with the Commission, Transporter may submit either electronic or traditional paper Service Agreements.

(a) For service under Rate Schedule PAL, a PAL RO shall be deemed to be executed by Shipper when the required information pursuant to Section 4.1 of the GT&C is submitted on Transporter’s EBB and accepted by Shipper on the EBB. For all other Service Agreements, such agreement shall be deemed to be executed by Shipper when the Shipper accepts the Service Agreement electronically via Transporter's EBB. Unless otherwise agreed, all Service Agreements (including PAL ROs) shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule upon execution by Shipper. Service Agreements shall be deemed to be executed by Transporter when Transporter accepts the Shipper's Service Agreement using the EBB. Upon acceptance by both Shipper and Transporter, the Service Agreement will be deemed fully executed. A Service Agreement that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.

(b) If a Service Agreement contains provisions that must be reviewed by the Commission and the Service Agreement is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.

4.12 Transporter and Shipper may mutually agree to include an evergreen provision in the TSA that would allow the agreement to continue in effect beyond its primary term with the mutual consent of the parties. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter’s agreement for such off-system capacity. For purposes of this provision, if the parties elect to continue the agreement into an evergreen period, the right-of-first-refusal requirements of Section 4.14 and the contract procedures of Section 4 will only apply when the TSA reaches the end of such evergreen period.

4.13 Subject to available capacity and this Section 4, a Shipper with an Executed TSA pursuant to Rate Schedules FT-H, NNTD and NNTH may re-contract to a higher level of such service at any time for the remainder of the term of its contract.
4.14 Right-of-First-Refusal

(a) Upon expiration of the term of a TSA providing for service for 12 Months or more at the applicable maximum tariff rate, or a TSA that was in effect on March 26, 2000, providing for service for 12 Months or more at a discounted rate, a "right-of-first-refusal" as prescribed in this Section 4.14 shall be available. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter’s agreement for such off-system capacity. In order to avail itself of its right-of-first-refusal, the Shipper must give Transporter its written notice of intent to exercise such right-of-first-refusal not later than (i) the date of the notice period provided for in Shipper's contract; or (ii) six Months prior to the expiration of the term of the contract, whichever shall first occur.

(b) Transporter shall post on its EBB the terms and conditions of the available capacity under the expiring contract as follows:

(i) firm daily quantities stated in dth/d;
(ii) the Flow Path, Receipt and Delivery Points at which capacity is available and the firm quantities at such point(s);
(iii) effective date;
(iv) term;
(v) the rate (i.e., Reservation Charge(s) and Usage Charge(s) applicable to each Delivery Point);
(vi) minimum conditions; and
(vii) the criteria by which bids are to be evaluated.

Shippers exercising right-of-first-refusal for a portion of their TCD will not be required to retain primary rights on a geographic proportionate basis.

(c) Capacity will be made available on a not unduly discriminatory basis and will be assigned on the basis of an open season for a period of not less than 20 Business Days' duration. Capacity that is sold on an interim basis in accordance with Section 4.7 of the GT&C, Capacity Reserved for Expansion Projects, shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward. Capacity that is sold on an interim basis pursuant to Section 4.2(c) of the GT&C, Prospective Sale of Available Capacity, shall not be eligible for a right-of-first-refusal.
4.14 Right-of-First-Refusal

(c) (continued)

(i) Shipper(s) desiring to acquire such available capacity shall notify Transporter, via its EBB, during the open season. Such bidding shall be conducted in conformance with the requirements of Section 9.8(b) of the GT&C.

(ii) Shipper's bid must include:

(a) Shipper's legal name, DUNS number and, if applicable, the contract number under which it desires to acquire capacity;
(b) the quantity of capacity to be acquired at each Flow Path, Receipt and Delivery Points;
(c) the term of the acquisition; and
(d) the maximum rate Shipper is willing to pay for the capacity.

(iii) The potential Shipper must satisfy the other provisions of this Tariff applicable to requests for firm transportation.

(d) Transporter shall not be obligated to accept any offer for such capacity at less than the maximum applicable tariff rate. For purposes of (1) determining best bids, (2) awarding capacity and (3) applying matching procedures, Transporter will utilize the evaluation criteria of Section 9.9(b), and will include any contractual usage revenue commitments in the application of such criteria. In the event Transporter accepts an offer, however, Transporter shall inform the existing Shipper of the terms of such offer. The existing Shipper shall have 5 Business Days in which to inform Transporter that it agrees to match such offer as to the entire quantity or any partial quantity. Such agreement shall be irrevocable. The existing Shipper or the offering Shipper, as appropriate, shall execute a TSA containing the terms offered or matched. If the existing Shipper matches and retains only a partial quantity of one or more of the acceptable offer(s), the remainder of the capacity shall be allocated to the winning offering Shipper(s). If Transporter accepts an offer which is a negotiated rate, the highest rate that the existing Shipper must match if it desires to retain all or a portion of its existing capacity is the maximum applicable tariff rate.

(e) Transporter will notify the existing Shipper if there are no competing offers or if no acceptable bid was received for all or a portion of the contract quantity, pursuant to Section 4.14(d). Following such notification, the existing Shipper and Transporter shall have ten Business Days in which to mutually agree to acceptable terms for a new firm TSA.
4.14 Right-of-First-Refusal
   (e) (continued)
      (i) The existing Shipper is entitled to transportation service under a new TSA upon the expiration of its contract, if such Shipper agrees to pay the maximum applicable tariff rate for all or a portion of the contract quantity for which no acceptable bid was received; however, to obtain a right-of-first-refusal, Shipper must agree to a new TSA for all or a portion of the contract quantity for which no acceptable bid was received for a term of at least one Year. In the alternative, Shipper may continue to receive service under a new TSA if Transporter and Shipper mutually agree within the ten Business Days to a discounted rate and term. Transporter is not required to accept any rate less than the maximum applicable tariff rate.

      (ii) Should existing Shipper and Transporter fail to agree within the ten Business Days, Shipper's right-of-first-refusal shall terminate and Transporter will post the capacity as available on its EBB.

   (f) If a Shipper's TSA does not qualify for the right-of-first-refusal under this Section 4.14, Transporter and any such Shipper may mutually agree to include a right-of-first-refusal clause in their agreement. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter’s agreement for such off-system capacity. To the extent Transporter agrees to any such provision, it will do so on a not unduly discriminatory basis. The contractual right-of-first-refusal clause would allow the Shipper to exercise a right-of-first-refusal using the procedures of this Section 4.

   (g) In accordance with Section 8.1(k), no right-of-first-refusal will apply to the firm capacity subject to the re-purchase option associated with the East Valley Lateral described in Docket No. CP06-57-000.

4.15 Extension of Executed TSAs

   (a) Transporter and Shipper may mutually agree to the early termination of one or more Executed TSAs in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension.
4.15 Extension of Executed TSAs (continued)

(b) Prior to the expiration of the term of an Executed TSA, Transporter and Shipper may mutually agree to an extension of the term of the Executed TSA with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). If an existing TSA has either a contractual or a regulatory right-of-first-refusal, the mutual agreement of the parties to extend the existing TSA must be reached prior to the receipt of an acceptable bid submitted pursuant to the right-of-first-refusal procedures described in Section 4.14.

(c) When an existing TSA is subject to a regulatory right-of-first-refusal, or contains a contractual right-of-first-refusal, or a rollover clause, the extension rights described in this Section 4 will apply to each portion of capacity that expires in increments (i.e., on a step-down basis) during the term of the Executed TSA.

4.16 Creditworthiness Requirement. A Shipper wishing to obtain service must first comply with the creditworthiness requirements of this Section 4.16.

(a) Transporter shall not be required to perform or to continue service under this FERC Gas Tariff on behalf of any Shipper who is or has become insolvent, or fails to meet payment obligations in accordance with Sections 12.2 or 12.3 of the GT&C, or who, at Transporter's request, fails, within a reasonable period to demonstrate creditworthiness or fails to provide adequate assurances of performance as such are defined in the Colorado version of the Uniform Commercial Code (See C.R.S. Section 4-1-101, et. Seq.).

However, such Shipper may receive service under this FERC Gas Tariff if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, an amount equal to the cost of performing the service requested by Shipper for a three (3) Month period to include the cost of gas for permissible imbalance quantities. For purposes of this FERC Gas Tariff, the insolvency of a Shipper shall be evidenced by the filing by such Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive Days. Notwithstanding the above and Sections 12.4 and 12.5 of the GT&C, Transporter shall not suspend service to any Shipper, who is or has become insolvent, in a manner that is inconsistent with the Federal Bankruptcy Code.
4.16 Creditworthiness Requirement (continued)

Based on the amount of creditworthiness demonstrated by a Shipper, a daily tender limit shall be established for IT TSAs stating the maximum quantity available to be scheduled. Existing IT TSAs shall use their previous MDQ to establish creditworthiness.

4.17 Discounted Rates

(a) Transporter, upon mutual agreement with Shipper, may from time to time and at any time agree to adjust any or all of the rates applicable to any individual TSA on a non-discriminatory basis; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on Statement of Rates for the applicable Rate Schedule. Discounts granted pursuant to this Section 4.17 will not constitute a material deviation from Transporter's Form of Service Agreement.

Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:
1) to specified quantities under the TSA;
2) to specified quantities achieving or not exceeding a certain level;
3) in a specified relationship to quantities actually transported;
4) to specified quantities during specified periods of time or during specified periods of the Year;
5) to specified quantities at specific Receipt or Delivery Points or other geographical locations;
6) to production or reserves committed or dedicated to Transporter;
7) that a specified discounted rate is based on a formula including, but not limited to, published index prices for specific Receipt and/or Delivery Points or other agreed upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per MDQ. Furthermore, such discount shall not change the underlying rate design or include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;
4.17 Discounted Rates

(a) (continued)

8) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the rate for a separate service provided under another rate schedule;

9) where the rate provision incorporates a mutually agreeable marketing fee pursuant to Section 9.15; and/or

10) that includes a provision that if one rate component, which was at or below the applicable maximum rate at the time the discount agreement was executed, subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff provisions. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

(b) Comparable Discounts: If Transporter agrees to provide its affiliate with marketing function employees a discount for any pipeline service, Transporter shall make such discounted rate contemporaneously available to similarly situated unaffiliated Shippers.

(c) In the event Transporter discounts the total rate under Shipper's firm or interruptible TSA, it will discount the components of such total rate in the following order: 1) reservation charge, if applicable.

(i) The minimum usage charge and the ACA Surcharge (pursuant to Section 17.1) are not discountable rate components.
4.18 Negotiated Rate Authority

(a) Authority and Conditions. Notwithstanding anything to the contrary contained in this Tariff, including the rate schedules contained herein, Transporter and Shipper may agree to a rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff (including rates derived from a formula) that may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates of this Tariff ("Negotiated Rate"). This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

(i) Transporter's maximum applicable rates (plus all applicable surcharges) for service under any such rate schedule are available as recourse rates for any Shipper that elects not to negotiate a Negotiated Rate.

(ii) Negotiated Rates shall be mutually agreed to and set forth in writing.

(iii) Transporter and Shipper may agree to a Negotiated Rate for the entire term of a TSA, or may agree to a Negotiated Rate for some portion of the term of a TSA. Transporter and Shipper may agree to apply the Negotiated Rate to all or a portion of capacity under Shipper's TSA.

(iv) During the period a Negotiated Rate is in place, the Negotiated Rate shall govern and apply to Transporter's service under the TSA and the otherwise applicable rate, rate component, charge or credit shall not apply or be available to the Shipper. Only those rates, components, charges or credits which are superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Tariff shall remain in effect. At the end of the period during which Negotiated Rates are in effect, the otherwise applicable Tariff rates or charges shall govern any service provided to Shipper.

(v) Prior to or on the same Day as commencing service at such Negotiated Rate, Transporter shall file either: (i) the Negotiated Rate agreement; or (ii) a tariff provision advising the Commission of such Negotiated Rate agreement, stating the exact legal name of Shipper and specifying the actual Negotiated Rate or rate formula included in such agreement.

(b) Impact on Other Provisions. A Shipper paying for service under a Negotiated Rate that is higher than the maximum rate for such service stated on the Statement of Rates is deemed to have paid the maximum rate for purposes of scheduling and capacity allocation pursuant to Section 6 of the GT&C, for purposes of evaluating right-of-first-refusal bids pursuant to Section 4.14, and for purposes of selling capacity pursuant to Section 4. The highest rate the Shipper must match for right-of-first-refusal matching purposes is the maximum rate set forth in this Tariff.
4.18 Negotiated Rate Authority (continued)

(c) Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each Negotiated Rate transaction.

(d) Discount-Type Adjustment. In situations where Transporter has granted a market justified discount to the recourse rate and subsequently converted the service agreement to a negotiated rate service agreement, Transporter may seek a discount type adjustment. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.

(i) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment, including requiring that Transporter shall have the burden of proving that any discount granted is required to meet competition.

Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers by:

(A) Demonstrating that, in the absence of Transporter's entering into such non-conforming Negotiated Rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or

(B) Making another comparable showing that the non-conforming Negotiated Rate discount contributes more fixed costs to the system than could have been achieved without the discount.

(ii) Transporter may also seek to include in a discount-type adjustment non-conforming Negotiated Rate TSAs that were converted from pre-existing discounted Part 284 TSAs to non-conforming Negotiated Rate TSAs.

4.19 Statutory Regulation. The respective obligations of Transporter and Shipper under the Executed TSA are subject to the laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
4.20 Assignments

(a) Assignable Parties. A Shipper may assign its TSA to:

(i) any person, firm, or corporation acquiring all, or substantially all, of the natural gas business of said Party;

(ii) an entity that causes Transporter to be financially indifferent to the assignment;

(iii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.

(b) If a Shipper wishes to assign a portion or all of its firm capacity under a TSA to a party not described above, it must do so using the capacity release provisions of this Tariff.

4.21 As a condition to providing service under Section 284.102(d) of the Commission's Regulations for any Shipper under this Volume No. 1A Tariff, Shipper shall provide certification including sufficient information to verify that its services qualify under said section. Prior to commencing transportation service described in Section 284.102(d)(3) of the Commission's Regulations, Transporter must receive the certification required from a local distribution company or an intrastate pipeline pursuant to Section 284.102(e)(3).
4.22 Heating Values

(a) Effective January 1, 2006, the TCD of Transporter's TSAs will be converted from Mcf to dth using the following procedures. Using the Receipt and Delivery Points underlying the path rights assigned in Docket No. RP04-248, Transporter shall convert Mcf quantities to dth quantities by multiplying the number of Mcf by the Heating Value conversion factor specified in the table below for the basin and area pertaining to the primary rights indicated in the TSA.

<table>
<thead>
<tr>
<th>BASIN/AREA</th>
<th>CONVERSION FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permian Basin</td>
<td></td>
</tr>
<tr>
<td>Plains Area</td>
<td>1.018</td>
</tr>
<tr>
<td>Monument Area</td>
<td>1.007</td>
</tr>
<tr>
<td>Eunice Area</td>
<td>1.012</td>
</tr>
<tr>
<td>Pecos Area</td>
<td>1.051</td>
</tr>
<tr>
<td>Keystone Area</td>
<td>1.031</td>
</tr>
<tr>
<td>Midkiff Area</td>
<td>1.029</td>
</tr>
<tr>
<td>Waha Area</td>
<td>1.025</td>
</tr>
<tr>
<td>Salt Flat Area</td>
<td>1.041</td>
</tr>
<tr>
<td>Snyder Area</td>
<td>0.970</td>
</tr>
<tr>
<td>Anadarko Basin</td>
<td></td>
</tr>
<tr>
<td>Dumas South</td>
<td>1.043</td>
</tr>
<tr>
<td>Amarillo South</td>
<td>1.038</td>
</tr>
<tr>
<td>San Juan Basin</td>
<td></td>
</tr>
<tr>
<td>Bondad North</td>
<td>1.002</td>
</tr>
<tr>
<td>Bondad South</td>
<td>1.000</td>
</tr>
<tr>
<td>Blanco Area</td>
<td>1.009</td>
</tr>
<tr>
<td>Rio Vista Area</td>
<td>1.024</td>
</tr>
</tbody>
</table>

(b) Unless the applicable TSA reflects a dth conversion factor, the factors listed below shall be used to convert Mcf to dth quantities at the following locations.

- Daggett Compressor Station: 1.044
- Washington Ranch: 1.022

(c) After January 1, 2006, the availability of capacity at any point or path will be determined on a dth basis using the most recently available and reliable data concerning the prospective Heating Value of the gas flowing at that point or on that path.
4.23 Arbitration - Transporter agrees to include an arbitration provision in Shipper's TSA detailing the requirements of this section if the following conditions are met: (1) if Shipper is a foreign government, an agency of a foreign government, or an entity created by them to conduct business and, (2) prior to execution of such agreement, requests binding arbitration of any dispute arising under a TSA not subject to the Commission's exclusive jurisdiction. Unless the parties agree otherwise, such arbitration shall be conducted using the Rules of Arbitration of the International Chamber of Commerce of Paris, France.
5. SERVICE CONDITIONS

5.1 Transporter and Shipper acknowledge that the Executed TSA does not prohibit either party from selling or transferring its own facilities; therefore, neither Transporter nor Shipper shall have any obligation to provide services under the Executed TSA that requires the use of any facilities sold or transferred; provided, however, Transporter first shall seek abandonment authorization for any jurisdictional facilities or jurisdictional services and Shipper shall have the right to protest such abandonment as inconsistent with the present or future public convenience and necessity.

5.2 Unless otherwise provided in the Executed TSA, in the event Transporter and Shipper agree in writing that additional facilities are necessary in order to implement the service provided under the Executed TSA, Shipper agrees to reimburse Transporter for all expenditures associated with the construction and installation of such facilities which shall be owned, operated and maintained by Transporter.

5.3 Unless otherwise agreed to in writing, Transporter shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the transportation of Natural Gas.

5.4 Transporter shall have the right to interrupt the transportation of Natural Gas when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, the El Paso System, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper and, except in cases of emergency, shall give Shipper advance notice of its intention to so interrupt the transportation of gas and of the expected magnitude of such interruptions.

5.5 Transporter shall construct, replace, or recondition laterals (at its own expense) to comply with contractual commitments, or to conform to Department of Transportation Regulations or other safety related requirements. Transporter shall also construct laterals, as requested by a Shipper, when that Shipper has agreed to reimburse Transporter for the construction and related costs. For purposes of this Section 5.5, "laterals" mean any pipeline extension (other than mainline extension) built from an existing pipeline facility to deliver gas to one or more customers, including new Delivery Points and enlargements or replacements of existing laterals.

5.6 Pressure Commitment. If mutually agreed upon in the TSA or Operator agreement, Transporter may commit to maximum and minimum receipt and delivery pressure levels to Shippers on a not unduly discriminatory basis, and where necessary, upon specified conditions, to ensure that such commitments do not have any adverse effects on Transporter’s system. If such commitment involves service under Rate Schedules FT-H or NNTH the agreed upon pressure commitment shall be consistent with the provisions of the rate schedule. Such conditions may include quantity limitations or other operational requirements to ensure the quality of service. Transporter will post on its EBB agreed-
5.6 Pressure Commitment (continued)
upon maximum and minimum receipt and delivery pressure commitments and any applicable operating conditions. Transporter will not agree to a maximum or minimum receipt or delivery pressure that will render it unable to meet its existing firm obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a maximum or minimum pressure.

5.7 Delivery Codes

(a) Scheduling and contracting will be conducted at the meter level for all TSAs except where there exists an effective Operator Point Aggregation Service Agreement ("OPASA") with the DP Operator under Rate Schedule OPAS.

(b) Should a Shipper elect to contract and schedule using the D-Code arrangement described in this Section 5.7, the Shipper's TSA shall list the MDQs for the individual meters aggregated into the D-Code arrangement. The contracted maximum delivery meter quantity, as defined in the Shipper's TSA, will be termed the meter "CMQ".

(i) The CMQ identifies the fully contracted MDQ level below which the related MDOs may not be reduced.

(ii) The sum of the individual meter CMQs will be equal to the D-Code MDQ.

(iii) Physical path rights pursuant to Section 8.1 of this Tariff are not provided for by CMQs.

(iv) Upon termination of an OPASA, the D-Code MDQ will no longer be applicable. In that event, the meter CMQ will be deemed to be the MDQ for each meter and Transporter will revise the TSA accordingly.

(c) Where an OPASA has been executed by a DP Operator, any other Shipper may request service to the Delivery Points included in that OPASA and use the D-Code arrangement described here, provided that all the other conditions of this Section 5.7 have been met. Delivery meters identified in an OPASA may be grouped into multi-meter D-Codes; however, the use of multi-meter D-Codes may not adversely affect the firm rights of other Shippers or firm service reliability.

(i) Transporter shall assign multi-meter D-Codes to DP Operators based on the following criteria:

A. Multi-meter D-Codes must have a similar operational impact on Transporter's system;

B. Multi-meter D-Codes may not traverse a persistent system constraint point;
5.7 Delivery Codes
   (c) (i) (continued)

C. No Shipper or other Interconnecting Party shall be disadvantaged as a result of a multi-meter D-Code; and
D. Multi-meter D-Code locations must be operated by the same party.

(ii) Transporter shall evaluate and grant a request to add a meter(s) to an existing D-Code if the following criteria are met:

A. The addition of the meter must not alter the operational impact of existing D-Codes on Transporter's system;
B. The addition of the meter will not effectuate transportation across a persistent system constraint point;
C. No Shipper or other Interconnecting Party will be harmed by the addition of the meter to the existing D-Code;
D. All meters (including any additional meter(s)) within a D-Code must be operated by the same party; and
E. Transporter is not economically disadvantaged by the addition of the meter to the existing D-Code.

(iii) Transporter shall grant requests for multi-meter D-Codes in a not unduly discriminatory manner.

(d) The OPASA identified in Section 5.7(a) shall identify an MDO and an MHO at each delivery meter aggregated in the OPASA providing service to that DP Operator and such other conditions as necessary to ensure the reliability of firm service to all shippers.

(i) The MDO and the MHO for a Delivery Point shall not exceed the meter capacity at that point or the upstream capacity available on a firm basis to serve that DP Operator.

(ii) Operators may utilize different delivery meters within their designated D-Code; however, Transporter shall have no obligation to provide service above the MDO or MHO at any individual meter or the applicable MDQ for that D-Code.
6. NOMINATIONS AND SCHEDULING PROCEDURES

This Section 6 applies to the operation of Transporter's system and sets forth the procedures for scheduling of receipts and deliveries and allocation of pipeline system capacity or any portion thereof among Shippers receiving transportation service from Transporter under Executed TSAs pursuant to this Tariff and transportation arrangements included in Transporter's FERC Gas Tariff, Volume No. 2.

6.1 Scheduling of Receipts and Deliveries

(a) Except as provided below for certain nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the deadline for nominations to leave control of the nominating party (nomination deadlines) for an additional fifteen minutes. An additional two cycles, Late Day Nomination Cycle 6 and Final Nomination Cycle 7, will be supported pursuant to Sections 6.1(a)(vi) and 6.1(a)(vii) of the GT&C. All times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard 0.3.17.

All shipper nominations requiring Transporter to use acquired off-system capacity and resulting in the coordination of nominations across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines.

(i) The Timely Nomination Cycle

On the Day prior to gas flow:

1:15 p.m. Nominations leave control of the Service Requester (SR);
1:30 p.m. Nominations are received by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
1:30 p.m. Transporter sends the quick response to the SR;
4:30 p.m. Transporter receives completed confirmations from confirming parties;
5:00 p.m. SR and point operator receive scheduled quantities from the Transporter.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.
6.1 Scheduling of Receipts and Deliveries  
(a) (continued)  
(ii) The Evening Nomination Cycle  
On the Day prior to gas flow:  
6:15 p.m. Nominations leave control of the SR;  
6:30 p.m. Nominations are received by the Transporter (including from TTTSPs);  
6:30 p.m. Transporter sends the quick response to the SR;  
8:30 p.m. Transporter receives completed confirmations from confirming parties;  
9:00 p.m. SR and point operator receive scheduled quantities from the Transporter.  

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.  

(iii) The Intraday 1 Nomination Cycle  
On the current Gas Day:  
10:15 a.m. Nominations leave control of the SR;  
10:30 a.m. Nominations are received by the Transporter (including from TTTSPs);  
10:30 a.m. Transporter sends the quick response to the SR;  
12:30 p.m. Transporter receives completed confirmations from confirming parties;  
1:00 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).  

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.  

(iv) The Intraday 2 Nomination Cycle  
On the current Gas Day:  
2:45 p.m. Nominations leave control of the SR;  
3:00 p.m. Nominations are received by the Transporter (including from TTTSPs);  
3:00 p.m. Transporter sends the quick response to the SR;  
5:00 p.m. Transporter receives completed confirmations from confirming parties;  
5:30 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).  

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.
6.1 Scheduling of Receipts and Deliveries
(a) (continued)

(v) The Intraday 3 Nomination Cycle
On the current Gas Day:
7:15 p.m. Nominations leave control of the SR;
7:30 p.m. Nominations are received by the Transporter (including from TTTSPs);
7:30 p.m. Transporter sends the quick response to the SR;
9:30 p.m. Transporter receives completed confirmations from confirming parties;
10:00 p.m. Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(vi) The Late Day Nomination Cycle 6: 11:00 p.m. for receipt of nominations and completed confirmations from upstream and downstream connected parties by the transporter; 12:00 a.m. for Transporter to provide scheduled quantities to affected shippers and point operators (CCT on the Gas Day). Scheduled quantities resulting from this cycle should be effective at 1:00 a.m. on Gas Day. Bumping is not allowed during this cycle.

(vii) Final Nomination Cycle 7: 7:30 a.m. for receipt of nominations and completed confirmations from upstream and downstream connected parties by the Transporter; 8:30 a.m. for Transporter to provide scheduled quantities to affected shippers and point operators (CCT on the Gas Day). Bumping is not allowed during this cycle. Scheduled quantities resulting from this cycle should reflect quantities no greater than those quantities that have already flowed for the Gas Day. Shipper’s nominated quantity will not be scheduled if such quantity exceeds the Flowing Gas quantity shown in Transporter’s DART System for the applicable location. Nominated quantities cannot increase the amount of Shipper’s current Gas Day imbalance.

(viii) For purposes of Sections 6.1(a)(iii), (iv), (v), (vi), and (vii) of the GT&C, the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
6.1 Scheduling of Receipts and Deliveries
   (a) (continued)

   (ix) Reserved

   (x) Intraday Requests: Shippers may submit intraday requests which address
either a single or multiple Receipt/Delivery Point(s). Transporter will
schedule such requests using the allocation priorities established in Section
6.2 of the GT&C with the additional requirements that 1) intraday
nominations submitted by firm shippers have scheduling priority over
nominated and scheduled interruptible quantities during all nomination
cycles prior to the Intraday 3 Nomination Cycle, 2) requests for firm primary
service will have priority over previously scheduled Flow Point Secondary,
Flow Path Secondary, First Alternate, Second Alternate and interruptible
service, and Flow Point Secondary, Flow Path Secondary, First Alternate and
Second Alternate service will have priority over previously scheduled
interruptible service during the evening nomination cycle, and 3) a Releasing
Shipper's request to recall released capacity may result in the reduction of an
Acquiring Shipper's previously scheduled quantities.

   (xi) Section 284.12(b)(1)(i): In compliance with the Commission's Regulations,
Transporter will 1) give scheduling priority to an intraday nomination
submitted by a firm Shipper over nominated and scheduled quantities for
interruptible Shippers (as further clarified by Section 6.1(a)(x) of the
GT&C), 2) provide the bumped Shipper with advance notice of any
reduction resulting from an intraday nomination, and 3) indicate whether
daily penalties will apply for the Gas Day for which quantities are reduced
(NAESB Standard 1.3.51). Nominations submitted on the Day prior to gas
flow will take effect at the start of the Gas Day at 9:00 a.m. CCT.

   (1) Nominations submitted by a firm Shipper will have priority over
interruptible nominations submitted in the same cycle pursuant to
Sections 6.1(a)(i), (ii), (iii), (iv), (v), (vi) and (vii).

   (xii) Notice Procedures: Transportation Service Providers should provide affected
parties with notification of intraday bumps, operational flow orders and other
critical notices through the affected party's choice of Electronic Notice
Delivery mechanism(s) (NAESB Standard 5.3.34). Electronic Notice
Delivery is the term used to describe the delivery of notices via Internet E-
mail and/or EDI/EDM (NAESB Standard 5.2.2).
6.1 Scheduling of Receipts and Deliveries
   (a) (continued)

   (xiii) Flow Day -- Shippers shall cause the Operators to tender the scheduled quantities of Natural Gas to Transporter at Receipt Points, plus quantities to be retained by Transporter for Fuel and L&U as provided for in the applicable transportation rate schedule, and Transporter shall deliver the scheduled quantities of Natural Gas, for Shippers' accounts, at Delivery Points.

   (xiv) If a confirmation from an interconnect operator is received after quantities are scheduled, the resulting imbalance will be carried on the shipper's TSA unless the interconnect operator agrees to accept the scheduled quantities on its operational balancing agreement.

   (b) Operating conditions may, from time to time, cause a temporary and unintentional imbalance between the quantities (in dth's) of Natural Gas that Transporter receives and the quantities of Natural Gas that Shipper takes under the Executed TSA. Transporter shall schedule gas attributable to imbalances when, in its reasonable discretion and in a not unduly discriminatory manner, it determines that it can practicably receive or deliver such imbalance quantities without affecting other service. In the event make-up or payback gas to resolve an imbalance is nominated and confirmed, the scheduling priority of such make-up or payback transaction, if capacity is available, shall be based on the priority of the underlying TSA.

   (c) Transporter shall not be obligated to accept, for the account of Shipper, from any Receipt Point, a quantity of gas that is less than fifteen (15) dth per Day, so as to avoid measurement problems relative to small quantities and disproportionate administrative burdens.

   (d) In the event that, for any Gas Day, a Shipper's initial nomination for transportation on Transporter's system is unsuccessful due to lack of access to downstream transportation at any Delivery Point, which Transporter shall confirm by contacting the downstream Operator, such condition shall have no adverse effect on the scheduling of other Shipper's rights at Receipt or Delivery Points.

   (e) In the event of any occurrence which prevents Transporter from utilizing the process set forth above (e.g., computer failure), for the duration of such occurrence, Transporter shall schedule the lesser of the last new request received and confirmed or the previously scheduled quantities. Notice of the commencement and termination of any such occurrence shall be posted on Transporter's EBB. The provisions of Section 6.2(a)(iv) of the GT&C shall not apply to occurrences subject to this Section 6.1(e).
6.1 Scheduling of Receipts and Deliveries (continued)

(f) Point rights will be scheduled in the following order: 1) primary points, 2) non-primary points within the Primary Receipt-to-Delivery Flow Path, and 3) non-primary points outside the Primary Receipt-to-Delivery Flow Path.

(g) Path rights will be scheduled in the following order: 1) Primary Receipt-to-Delivery Flow Paths, 2) that portion of a Flow Path that is outside the Primary Receipt-to-Delivery Flow Path when the remaining portion of the Flow Path is inside, 3) Flow Paths in the virtual area using an alternate point, and 4) Flow Paths where no portion of the path uses the Primary Receipt-to-Delivery Flow Path.

(h) Shippers do not nominate and Transporter does not schedule hourly quantities. All nominations and confirmations are for daily quantities. Transporter shall determine equivalent hourly nominations/confirmations for any daily nominations/confirmations received, including a HEEN nomination, based on an hourly profile of the daily scheduled quantity or an hourly profile of the daily MDQ, as specified in the applicable rate schedule.

(i) Nominations for storage service shall use the transportation nomination procedures of this section.

6.2 Capacity Allocation Procedure. If, on any Day, Transporter determines that the capacity of its pipeline system, or any portion of such system, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the sequencing procedures set forth below until all available capacity at the constrained location is allocated.

All firm requirements shall be served first pursuant to Section 6.2(a) of the GT&C. Interruptible capacity shall be allocated after firm capacity, pursuant to Section 6.2(b) of the GT&C.

(a) Firm Allocation. Firm service shall be scheduled based on confirmed quantities not to exceed the capacity of the facility to receive or deliver gas and not to exceed any Shipper's maximum contract quantities. Capacity rights shall be determined based on point rights first and path rights second. For scheduling priority purposes only, capacity released at a rate that exceeds the maximum Reservation Rate shall be deemed equivalent to the maximum Reservation Rate.

(i) Shippers receiving service under Rate Schedule FT-2 for delivery to primary delivery point(s) shall receive their full requirements, up to a maximum of 10,000 dth per Day, before all other Shippers, subject to the requirements of Section 2.4 of Rate Schedule FT-2. FT-2 capacity shall be scheduled on an FT-2 primary basis and an FT-2 alternate basis (as applicable) if the conditions of Rate Schedule FT-2 Section 2.4 are satisfied. If the conditions of Rate Schedule FT-2 Section 2.4 are not satisfied, FT-2 capacity will be scheduled pursuant to Section 6.2(a)(iii) of the GT&C.
6.2 Capacity Allocation Procedure (continued)
   (a) Firm Allocation (continued)

   (ii) All other firm transportation Shippers using Primary Capacity.

   (iii) All other firm transportation Shippers utilizing Flow Point Secondary, Flow Path Secondary or Alternate Capacity (including Segmentation) in the order listed below. Capacity within each category shall be scheduled within each group first to those shippers paying the maximum tariff rates for any rate zone. If allocations are required among the maximum rate shippers, they will be performed on a pro rata basis using TCD. Service will be scheduled next to those shippers paying discounted rates with the highest reservation rates being scheduled first. If allocations are required among discounted rate shippers paying the same discounted rate, they will be performed on a pro rata basis using TCD.

   (A) Firm Shippers using Flow Point Secondary Capacity.

   (B) Firm Shippers using Flow Path Secondary Capacity.

   (C) Firm Shippers using First Alternate Capacity.

   (D) Firm Shippers using Second Alternate Capacity.

   (iv) Service using Flow Point Secondary, Flow Path Secondary, First Alternate, or Second Alternate Capacity will be scheduled within each group for capacity allocations at Delivery Points or along a Flow Path. For purposes of allocating such capacity, the following shall apply:

   (A) Confirmed nominations shall be used to determine capacity allocations, if any, at Flow Point Secondary, First Alternate, and Second Alternate points.

   (B) When there is a constraint along a Flow Path, the confirmed nominated quantity at or through the constraint shall be used to determine capacity allocations at or through such constraint when the Flow Path scheduling priority assigned at the constraint location is Flow Path Secondary, First Alternate or Second Alternate.
6.2 Capacity Allocation Procedure (continued)
(a) Firm Allocation (continued)

(v) If, on flow day, an interruption of service occurs which requires a reallocation of previously scheduled capacity, Transporter shall allocate pursuant to this Section 6.2, but shall treat categories (a)(ii) and (a)(iii) above equally for allocation purposes. Interruptions of service under this Section 6.2(a)(v) shall not include any such interruptions that may result from intraday scheduling pursuant to Section 6.1 of the GT&C.

(vi) If any firm Shipper notifies Transporter that it is experiencing a bona fide emergency that would result in irreparable injury to life or property or to provide minimum plant protection absent availability of additional pipeline capacity, Transporter shall treat the confirmed request for additional capacity to meet the requirements of the emergency in the same manner as it treats confirmed requests for capacity made by Shippers identified in Section 6.2(a)(i) of the GT&C. A Shipper with a TCD shall not be entitled to emergency service in excess of its TCD. The emergency capacity available to a Shipper with a Rate Schedule FT-2 full requirements TSA shall be determined as that capacity required to serve a verifiable emergency in excess of the quantity initially scheduled by Transporter for said Shipper. The total service provided to such Rate Schedule FT-2 Shipper shall not be entitled to emergency service to exceed 10,000 Dth per Day. The Shipper shall not use this provision to take advantage of price differences between production basins. Transporter shall provide service under this provision at a Receipt Point causing the least amount of interruption among its Shippers. An authorized representative of the Shipper must provide a sworn statement to Transporter by facsimile, within 24 hours of the original notification, that states: (1) the details and estimated length of the emergency; (2) that all sources of gas available to Shipper are being used; (3) that all interruptible services are unavailable; and (4) that no alternate fuel can be used. Shipper shall notify Transporter immediately upon cessation of the emergency. Allocation of capacity pursuant to this provision is not an authorization to confiscate or divert any shipper's supplies. Transporter shall have no responsibility hereunder to furnish gas supplies for such emergency nor shall Transporter have any liability if Shipper fails to make adequate gas supplies available for such purpose. In the event such Shipper does not arrange for adequate supplies during the emergency, then any overpulls attributable to the emergency shall be billed at the Critical Condition Daily Imbalance Charge specified in Section 11.1 and all amounts received shall be credited pursuant to Section 14.2(a).
6.2 Capacity Allocation Procedure
(a) Firm Allocation (continued)

(vii) In the event a firm Shipper requests and receives an emergency exemption as provided in Section 6.2(a)(vi) of the GT&C, Transporter shall charge the Shipper receiving emergency service (“Emergency Shipper”) all usage rates, surcharges and Fuel and L&U under the applicable rate schedule for the quantities of gas scheduled or delivered to or for the account of that Shipper. If an Emergency Shipper receives emergency service and, as a result, another Shipper receives less than its capacity scheduled that Day, then the Emergency Shipper will also be charged an additional reservation charge equivalent to the highest firm rate (on a daily equivalent basis) multiplied by the quantity by which the Emergency Shipper exceeded its scheduled capacity and the number of applicable Days.

(b) Interruptible Allocation. Interruptible capacity shall be allocated based on the usage rate being paid with the highest rate being scheduled first. Shippers paying the same usage rate shall be allocated on a pro rata basis based on nominated and confirmed quantities. Interruptible capacity shall be allocated in the following order:

(i) First, among Shippers receiving firm authorized overrun transportation service.

(ii) Second, among Shippers receiving interruptible transportation service up to the Shipper's scheduled quantity and pooling service.

(iii) Third, among Shippers utilizing Transporter's Rate Schedule PAL and Rate Schedule ISS service. Interruptible storage capacity shall be allocated based on the storage inventory rate being paid with the highest rate being scheduled first. Shippers paying the same usage rate shall be allocated on a pro rata basis based on the daily scheduled quantity.
6.3 Adjustments to Confirmations due to Receipt or Delivery Point Underperformance

(a) If, on any Day, Transporter determines in its reasonable discretion that underdelivery of Natural Gas from a Receipt Point into Transporter's system (receipt underperformance) or under takes of Natural Gas at a Delivery Point on Transporter's system (delivery underperformance), if allowed to continue, could adversely affect system integrity, Transporter shall have the right, after providing as much advance notice as possible, to make adjustments at such point to Operators' confirmations to reflect more accurately such Operators' previous actual flows into or out of Transporter's system. The provisions of this Section 6.3 shall apply either until the underperformance is eliminated or until this threat to system integrity no longer exists.

(b) Transporter shall identify potential threats to system integrity by utilizing criteria such as: weather forecast for the market area and producing area; system conditions, including outages, maintenance, equipment availability and linepack; overall projected pressures at various locations and meters; and storage conditions.

(c) When underperformance occurs and the source of such underperformance is immediately identifiable, Transporter shall make adjustments to that Operator's confirmed quantities. Those quantities that are independently verifiable by Transporter and which match the Operator's confirmation shall not be subject to the provisions of this Section 6.3. When the source of underperformance is not immediately identifiable, the smallest affected area shall be identified and these procedures apply only to that portion of the system.

The following procedures shall be used to adjust Operators' confirmed quantities of Natural Gas in the event of underperformance.

(i) Interconnects shall be monitored by Transporter on a daily basis where real time data is available.
   (A) When actual receipts are less than confirmed quantities and the shortfall in receipts threatens the integrity of Transporter's system, Transporter shall notify the Operator and request the Operator to increase deliveries or reduce confirmed quantities prospectively.
   (B) When actual takes at a Delivery Point are less than confirmed quantities and such action threatens the integrity of Transporter's system, Transporter shall notify the Operator and request the Operator to increase takes or decrease confirmed nominations.

(ii) In the event an Operator fails to make adjustments, Transporter shall limit, on a pro rata basis, prospective confirmed quantities to actual flow on the Day in question. Higher confirmations shall be allowed prospectively only when the Operator increases quantities of gas into or out of Transporter's system to correct the applicable underperformance.
6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance. If Transporter determines that its available capacity is reduced due to force majeure or required maintenance, Transporter shall allocate all available capacity first to all primary service on a proportionate basis and then to all alternate service on a proportionate basis. Contract maximum Receipt or Delivery Point quantities shall be used to determine capacity allocations, if any, at a primary receipt or primary delivery point. When there is a constraint along a Flow Path, the contract Path Quantity at or through the constraint shall be used to determine primary capacity allocations at or through such constraint.

(a) Should multiple simultaneous events occur requiring Transporter to allocate available capacity, Transporter will schedule all available capacity by resolving the most constrained point (defined as the largest difference between confirmed nominations and operational available capacity) first. If further allocations are necessary, Transporter will continue to resolve the most constrained point until all constraints are resolved.

6.5 Flow Day Diversion. Subject to any other limitations set forth in each rate schedule and in the GT&C, during any intraday nomination cycle of the Gas Day a Shipper moving gas pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD, NNTH, and/or IT-1 of this Volume No. 1A Tariff may divert scheduled quantities to a receipt or delivery point, as detailed in this Section 6.5. Any Receipt or Delivery Point diversion pursuant to this Section 6.5 is subject to the conditions set forth below:

(a) Delivery Point. Shipper may divert scheduled quantities to a Delivery Point (“Flow Day Diversion – Delivery” or “FDD”) as long as such diversion occurs under the same TSA. A Releasing Shipper, as a term of release, may utilize such flow day diversion as a means of recalling capacity on an expeditious basis. Shipper will incur additional charges, pursuant to Section 8.1(g) of the GT&C when the diversion of gas quantities is to a Delivery Point in a higher-priced rate zone. Additionally, an Acquiring Shipper may utilize flow day diversion for the same Day return of such recalled capacity.

(i) The Shipper who desires to divert gas to an alternate delivery point must:

(A) Contact the Operator of the Delivery Point to which the gas was originally scheduled and arrange for that Operator to decrease the quantity to be received from Transporter, and

(B) Arrange with the Operator of the alternate delivery point to receive the gas.

(ii) The Operator of the Delivery Point from which the gas is to be diverted must notify Transporter, via Transporter’s electronic scheduling system, which Shipper's gas is to be diverted and to whom and where it is to be diverted.
6.5 Flow Day Diversion
   (a) (continued)

(iii) The Operator of the alternate delivery point must notify Transporter, via Transporter's electronic scheduling system, that said Operator has agreed to receive the diverted gas and must specify the quantities to be diverted to each Delivery Point.

(iv) Transporter shall compare the notifications to verify that the transactions correspond and shall determine if all or part of the requested transaction can be accommodated given the current and anticipated pipeline loading and operating conditions. A flow day diversion shall not have the effect of bumping a Shipper moving gas under Rate Schedules IT-1 or IHSW of this Volume No. 1A Tariff.

(v) If all or part of the transaction can be accommodated, Transporter shall notify the Shipper and Operators involved what portion of the transaction has been accepted.

(vi) The quantities scheduled to be diverted shall be assumed to have flowed such that no daily imbalance exists as a result of the diversion transactions at the end of the Day of flow. Any imbalance resulting from the difference between the total scheduled quantities (including diversion quantities) and the actual measured quantities shall be accounted for at the Delivery Point or on a TSA.

(vii) As a result of the diversion, Shipper shall not experience any change to the originally scheduled quantities and shall be invoiced as though the gas had been delivered to the originally scheduled point, except as otherwise provided in this Section 6.5(a) of the GT&C.

(viii) If an FDD results in hourly Delivery Point takes in excess of Shipper's Hourly Contract Entitlements, the Hourly Scheduling Penalty Quantity shall be reduced by the quantity diverted and such hourly diverted quantity shall be billed the IT rate if an hourly scheduling penalty would otherwise apply.

(ix) Upon the request of Shipper, Transporter shall provide Shipper with information pertaining to the utilization of FDD points that are Operationally Equivalent and the theoretical hourly equivalent service quantities available at each such point prior to Transporter and Shipper entering into a TSA.
6.5 Flow Day Diversion (continued)

(b) Receipt Point. Shipper may divert scheduled quantities to a Receipt Point (“Flow Day Receipt” or “FDR”) that is within the same rate zone or in an downstream zone as long as such diversion occurs under the same TSA and does not involve a capacity increase at any constraint point between the new Receipt Point and the scheduled Delivery Point. A Receipt Point diversion is subject to the following conditions:

(i) Shipper shall reduce its previously scheduled receipt-to-delivery path by a quantity greater than or equal to the quantity to be nominated from the new Receipt Point. Should Shipper not reduce its previously scheduled path quantities, Transporter shall automatically reduce the new FDR nomination(s) based on priorities provided by Shipper in such nomination(s).

(ii) The FDR nomination shall include the same delivery point information (i.e., location, downstream party, package number, etc.) as the original nomination.

(iii) The FDR nomination shall not include a scheduled quantity greater than the quantity previously scheduled through the constraint point(s) in the prior scheduling cycle.

(iv) To the extent the requirements noted above are met, the FDR nomination will be processed in the current intraday cycle as “previously scheduled” rather than as a new, incremental nomination. All intraday nominations will be scheduled by Transporter pursuant to the provisions of Sections 6.1, 6.2 and 8.1 of the GT&C.

(c) Pursuant to Transporter’s procedures to separately nominate off-system capacity as set forth in Section 4.9 of the GT&C, flow day diversions shall not be available at off-system receipt and delivery locations.

6.6 Pooling - Transporter shall provide one or more pooling areas in each of the production basins accessed by its system for purposes of facilitating the aggregation and disaggregation of gas received into its system within each such area. The process of aggregating and disaggregating gas receipts shall be deemed pooling. Pooling shall be subject to the following conditions:

(a) Transporter shall follow the priority rankings of poolers while providing such poolers at least two opportunities to make upstream transfers prior to gas being delivered to a downstream TSA;
6.6 Pooling (continued)

(b) Transporter shall not be obligated to schedule pooling transactions involving more than ten layers of Pools; and

(c) In order to honor previously scheduled quantities for TSAs, all pooling transactions must be reprocessed during each of the scheduling cycles. This may change the quantities reported on prior cycles.

(d) At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking ("TTT") services at all points identified by Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location. (NAESB Standard 1.3.64)

The Title Transfer Tracking services should be supported by means of the nominations, quick responses and scheduled quantities processes. At Transporter's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within Transporter's system. (NAESB Standard 1.3.65)

(e) Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Third Party Account Administrators ("3PADS") must follow the procedures and requirements for nominations, quick responses and scheduled quantities.

(f) Shippers may request a physical Receipt Point as a primary receipt point in lieu of a Pool. If a Shipper selects a Receipt Point rather than a Pool, the Shipper's primary receipt point rights will be at the Receipt Point and rights to the Pool containing that Receipt Point will be on an alternate basis.

(g) Transporter may facilitate TTT service(s) at individual locations where such service(s) is requested.

6.7 A Shipper paying a discounted rate may agree to pay a higher rate on a Day to Day basis, up to the applicable maximum rate, to improve its scheduling priority for an alternate firm or interruptible transaction prior to the beginning of the scheduling cycle for which the rate charge is applicable.
7. RESPONSIBILITY FOR GAS AND PRODUCTS

7.1 Transporter shall have no responsibility for Shipper's gas prior to its acceptance of such gas at the Receipt Point(s) and after delivery at the Delivery Point(s), and Shipper shall have sole responsibility for all arrangements necessary for delivery of Natural Gas to Transporter at the Receipt Point(s) for transportation, and for all arrangements necessary for receipt of Natural Gas for the account of Shipper at the Delivery Point(s), which arrangements otherwise meet the provisions set forth in the GT&C.

7.2 As between Transporter and Shipper, Transporter shall be deemed to be in control and possession of the Natural Gas from the time it is delivered to Transporter at the Receipt Point(s) until it is redeivered to Shipper at the Delivery Point(s), and Shipper shall be deemed to be in control and possession of the Natural Gas at all other times.

7.3 By tendering Natural Gas to Transporter, Shipper warrants that it has title to, or the right to ship under the Commission’s regulations and policies, the Natural Gas it has delivered.
8. OPERATING PROVISIONS

8.1 FIRM SERVICE

Firm transportation service under this FERC Gas Tariff shall be provided when, and to the extent that, Transporter determines that firm capacity is available in Transporter's existing facilities or facilities to be constructed pursuant to Section 4.7, which firm capacity is not subject to a prior claim by another customer or another class of service. The provisions of this Section 8.1 shall also be applicable to firm service under special rate schedules contained in Transporter's Volume No. 2 Tariff.

(a) A valid request for firm transportation service under this FERC Gas Tariff shall be in accordance with the procedures contained in Section 4.

(b) Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with the terms contained in the GT&C, in particular, but without limitation, in Sections 8.1, 4 and 5.7 and any and all terms of the applicable rate schedule and/or the terms of Shipper's TSA with Transporter.

(c) Upon request of Transporter, Shipper shall from time to time submit estimates of hourly, daily, monthly and annual quantities of gas to be transported, including peak hour and day requirements.

(d) Shipper shall deliver and receive Natural Gas in uniform hourly quantities during any Day with operating variations to be kept to the minimum feasible, except when specific hourly services are being provided.

(e) Segmentation and Pathing. Shippers taking service pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD and/or NNTH are entitled to receive firm primary transportation from a primary receipt point to a primary delivery point using their Primary Receipt-to-Delivery Flow Path. To the extent operationally feasible, a Shipper may make use of its firm Primary Capacity by segmenting that capacity into separate parts for its own use or for the purpose of releasing that capacity to the secondary market.

(i) Transporter will use a "Walk the Pipe" process to determine a Shipper's priority on all Segments of a Shipper's nominated Flow Path. The nominated Flow Path originates at the nominated Receipt Point and ends at the nominated Delivery Point. The Shipper's priority on each Segment of the nominated receipt to delivery Flow Path will be determined by the Shipper's use of its primary point(s) and Primary Receipt-to-Delivery Flow Path(s) and its use of alternate point(s) and alternate paths.
8.1(e) Segmentation and Pathing
(i) (continued)

(A) A Shipper using its primary points and Primary Receipt-to-Delivery Flow Path will be assigned a primary priority on each Segment of the Flow Path from the primary receipt point to the primary delivery point.

1. When primary points are used, such primary points have priority over points assigned a Flow Point Secondary, First Alternate or Second Alternate scheduling priority, in that order.

2. A Shipper's Primary Receipt-to-Delivery Flow Path rights have priority over Flow Paths assigned a Flow Path Secondary, First Alternate or Second Alternate scheduling priority, in that order.

(B) Point rights have priority over path rights.

(C) A Shipper may use its firm transportation rights to nominate to alternate points. If a Shipper uses its alternate rights, each Segment from the nominated Receipt Point to the nominated Delivery Point will be assigned an individual priority as further described below.

However, Shipper may request to acquire primary rights at the Receipt and/or Delivery Point from Transporter, pursuant to Section 8.1(f)(iii).

(D) A higher priority status is assigned to alternate points that are located on a Shipper's Primary Receipt-to-Delivery Flow Path; these points are "within-the-path". A lower priority status is assigned to alternate points that are not located on a Shipper's Primary Receipt-to-Delivery Flow Path; these points are "outside-the-path". Alternate points nominated by a Rate Schedule FT-1 Shipper will be assigned a lower priority based upon the alternate point's within-the-path or outside-the-path status in the "Walk the Pipe" process.

(E) A higher priority status is assigned to that portion of a nominated Flow Path that is located on the Shipper's Primary Receipt-to-Delivery Flow Path. A lower priority status is assigned to that portion of a nominated Flow Path that is located outside the Shipper's Primary Receipt-to-Delivery Flow Path.

(F) A Shipper's use of an alternate receipt point and an alternate delivery point located on its Primary Receipt-to-Delivery Flow Path will have within-the-path rights at such alternate receipt and delivery points. The nominated path that is using the Shipper's Primary Receipt-to-Delivery Flow Path will have a primary with-in-the-path priority status.
8.1(e) Segmentation and Pathing

(i) (continued)

(G) A Shipper's use of an alternate receipt point within-the-path of its Primary Receipt-to-Delivery Flow Path and an alternate delivery point outside its Primary Receipt-to-Delivery Flow Path will have within-the-path rights on the portion of the path that is within the Primary Receipt-to-Delivery Flow Path and outside-the-path rights on the portion of the path that is outside the Primary Receipt-to-Delivery Flow Path.

(H) A Shipper's use of an alternate receipt point outside-the-path of its Primary Receipt-to-Delivery Flow Path and an alternate delivery point within-the-path of its Primary Receipt-to-Delivery Flow Path will have outside-the-path rights on the portion of the path that is outside the Primary Receipt-to-Delivery Flow Path and within-the-path rights on the portion of the path that is within the Primary Receipt-to-Delivery Flow Path.

(I) A Shipper nominating an alternate receipt point and an alternate delivery point both of which are located outside its Primary Receipt-to-Delivery Flow Path and not using any of its Primary Receipt-to-Delivery Flow Path will have lower outside-the-path rights at the nominated alternate receipt and delivery points and on the Flow Path than a Shipper using a portion of its Primary Receipt-to-Delivery Flow Path and/or its primary points.

(ii) Pathing - Path rights are available to and at, and all points in between, the mainline locations on the following portions of Transporter's mainline system, as limited by each Shipper's Primary Receipt-to-Delivery Flow Path.

(A) The assignment of a Shipper's Primary Receipt-to-Delivery Flow Path is only for the purposes of capacity Segmentation and the implementation of this Section 8.1(e).

(B) All firm Shippers will be allocated within-the-path rights through the assignment of a Flow Path, as described below, to be designated in their TSAs. Pursuant to Section 4.9 of the GT&C, such Flow Path may be extended for the purpose of receiving from and/or delivering to off-system points. These path rights, and related Segmentation and flexible point rights, are defined below.
8.1(e) Segmentation and Pathing

(ii) (continued)

(C) North and South Designations

Points north of Dutch Flat Station on the Havasu crossover and north and west of the south discharge of Plains Station are considered "North Points" and for purposes of this Section 8.1(e) are designated "NPT." All points south of these locations, and all points on the Maricopa line, are considered "South Points" and for purposes of this Section 8.1(e) are designated "SPT." TSAs with North Receipt Points and South Delivery Points are considered to have North-to-South path rights in the amount of the total MRQs/MDQs for all such Receipt and Delivery Points. TSAs with South Receipt Points and North Delivery Points are considered to have South-to-North path rights in the amount of the total MRQs/MDQs for all such Receipt and Delivery Points.

(D) North-to-North Path Rights

1. N/N1 Flow Path rights are assigned to Shippers with primary NPT receipt points north of Valve City and primary NPT delivery points. The identified Flow Path for N/N1 Path rights includes the San Juan Triangle to Valve City and from Valve City west towards the Topock area using the North System.

2. N/N2 Flow Path rights are assigned to Shippers with primary NPT receipt points in the Plains pooling area and primary NPT delivery points. The identified Flow Path for N/N2 Path rights is from Plains west towards the Topock area using the North System.

3. N/N3 Flow Path rights are assigned to Shippers with primary NPT receipt points in the San Juan area and primary NPT delivery points in the Anadarko area. The identified Flow Path for N/N3 Path rights is from the NPT Receipt Point to Plains using the Permian-San Juan Crossover.

(E) South-to-South Path Rights

1. S/S1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary SPT delivery points. The identified Flow Path for S/S1 Path rights includes: 1) from the Cornudas Station west towards the Ehrenberg area using the South System, and 2) from the Ehrenberg area east towards the Cornudas Station using the South System.
8.1(e) Segmentation and Pathing

(ii) (continued)

(F) North-to-South Path Rights

1. N/S1 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points. The identified Flow Path for N/S1 Path rights is from the primary NPT receipt point to the primary SPT delivery point using the Permian-San Juan Crossover, and, as necessary, south flow capacity out of Plains, and capacity from the Cornudas Station west towards the Ehrenberg area using the South System.

2. N/S2 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary delivery points on the Maricopa Line. The identified Flow Path for N/S2 Path rights includes 1) from the primary NPT receipt point to Valve City, 2) from Valve City to the Maricopa Line using the North System, and 3) the Maricopa Line to the Shipper's Delivery Point.

3. N/S3 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points. The identified Flow Path for N/S3 Path rights includes 1) from the NPT primary receipt point to Valve City, 2) from Valve City to Franconia using the North System, and 3) from Franconia to the Shipper's Delivery Point(s) west of Cornudas on the South System using the Havasu crossover.

4. N/SV Flow Path Rights - A portion of the service involving the North to South Path Rights described above requires the use of displacement capacity. N/SV capacity is deemed Primary Capacity except when a Shipper uses alternate points located on the Havasu Crossover at which time the capacity will be assigned a First Alternate scheduling priority. The percentage of N/SV capacity is determined by the amount of South-to-North flow capacity required to meet the service requirements of firm North-to-South Shippers on the effective date of this provision.

(G) South-to-North Path Rights

1. S/N1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points. The identified Flow Path for S/N1 Path rights is between the Cornudas Station and the Ehrenberg area using the South System, north on the Havasu crossover to Franconia Junction and as far west as the Topock area using the North System.
8.1(e) Segmentation and Pathing
(ii) (G) (continued)

2. S/N2 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points. The identified Flow Path for S/N2 Path rights is from the primary receipt point towards Valve City using the Permian-San Juan Crossover and from Valve City west towards the Topock area using the North System. This path may be used in conjunction with other assigned path rights.

3. S/N3 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points in the Anadarko area. The identified Flow Path for S/N3 Path rights is from the primary receipt point towards Plains and from Plains north towards the Anadarko area.

(H) Permian-San Juan Crossover Path Rights

1. X/O1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary delivery points along the Permian-San Juan Crossover. The identified Flow Path for X/O1 Path rights is from the Plains Station to the Delivery Point along the Permian-San Juan Crossover.

(I) Line No. 1903 Path Rights

1. C/C1 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points west of Cornudas. The identified Flow Path for C/C1 Path rights is from the primary receipt point west to the Mojave Topock Compressor Station using the North Mainline, from the Mojave Topock Compressor Station to the Cadiz Crossover on the Mojave Pipeline using Transporter's capacity, south to Ehrenberg using the Cadiz Crossover and Line No. 1903 and, if applicable, east towards Cornudas using the South Mainline.

2. C/C2 Flow Path rights are assigned to Shippers with a primary receipt point at Daggett using Transporter's capacity on the Mojave Pipeline System and primary SPT delivery points west of Cornudas. The identified Flow Path for C/C2 Path rights is from Daggett to the Cadiz Crossover on the Mojave Pipeline System, south to Ehrenberg using the Cadiz Crossover and Line No. 1903 and, if applicable, east towards Cornudas using the South Mainline.
8.1(e) Segmentation and Pathing
(ii) (continued)

(J) Anadarko Designation - The Anadarko area is defined as that portion of Transporter's mainline system extending north from Plains Station to Dumas Station and east from Dumas Station to the terminus of El Paso's pipeline system near Elk City, Oklahoma. These paths may be used in conjunction with other assigned path rights.

1. A/N1 Flow Path rights are assigned to Shippers with primary NPT or SPT receipt points and primary delivery points in the Anadarko area. The identified Flow Path is north from Plains Station to the primary delivery point in the Anadarko area.

2. A/N2 Flow Path rights are assigned to Shippers with primary receipt points in the Anadarko area and primary NPT or SPT delivery points. The identified Flow Path is south from the primary receipt point in the Anadarko area to Plains Station.

(iii) Virtual Path Rights

(A) Virtual path rights are assigned for any portion of a nominated Flow Path for transportation service involving the areas listed below.

1. All transportation service within the Permian Basin, including transportation from Permian Receipt Points through Plains to NPT Delivery Points, except as provided for in Sections 8.1(e)(v) through 8.1(e)(ix).

2. Transportation service utilizing the N/SV Path as defined in Section 8.1(e)(ii)(F)(4).

(B) A Shipper with Virtual Path rights will continue to have Primary Capacity rights to and at its primary receipt and delivery points when using such points.

(C) Virtual Path rights are assigned a First Alternate scheduling priority when a Shipper is not using its primary receipt and primary delivery points but is using a portion of its Primary Receipt-to-Delivery Flow Path, except as provided in Sections 8.1(e)(v) through 8.1(e)(ix).
8.1(e) Segmentation and Pathing (continued)

(iv) Delivery Laterals

(A) A Shipper using a primary delivery point on a delivery lateral will be assigned a primary scheduling priority at its primary delivery point and along the Primary Receipt-to-Delivery Flow Path situated on that lateral.

(B) A Shipper nominating an alternate delivery point on a delivery lateral on which the Shipper also has a primary point under any firm TSA will be assigned a First Alternate scheduling priority at the nominated alternate delivery point and along the delivery lateral Flow Path to that alternate point.

(C) A Shipper nominating an alternate delivery point on a delivery lateral on which the Shipper does not have a primary point under any firm TSA will be assigned a Second Alternate scheduling priority at the nominated alternate delivery point and along the delivery lateral Flow Path to that alternate point.

(v) Primary Flow Path Flexibility for N/S1 Shippers

(A) Shippers with an N/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between Plains and Cornudas when nominating an alternate NPT receipt point to a primary SPT delivery point.

(B) Shippers with an N/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between Plains and Cornudas when nominating a primary NPT receipt point to an alternate SPT delivery point.

(vi) Primary Flow Path Flexibility for S/S1 Shippers - Shippers with an S/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between a nominated primary SPT receipt point and Cornudas when nominating to an alternate SPT delivery point west of Cornudas.

(vii) Primary Flow Path Flexibility for S/N1 Shippers - Shippers with an S/N1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between a nominated primary SPT receipt point and Cornudas when nominating to an alternate NPT delivery point.
8.1(e) Segmentation and Pathing (continued)

(viii) Primary Flow Path Flexibility for Shippers with Primary Receipt or Primary Delivery Points in the Permian Area - A Shipper with a primary receipt point in the Keystone Station area or primary receipt or delivery points in the Waha plant area may nominate from an alternate Keystone/Waha receipt or to an alternate Waha delivery point and retain its primary Flow Path scheduling priority if the following conditions are met:

(A) Nominated quantities at the alternate Keystone/Waha receipt or Waha delivery point must be within the MRQ/MDQ for the original primary Keystone/Waha receipt or Waha delivery point.

(B) The nominated alternate Keystone/Waha receipt or Waha delivery point must be in the immediate vicinity and have a similar operational impact as the Shipper's original primary Keystone/Waha receipt or Waha delivery point.

(C) Gas flow at the nominated alternate Keystone/Waha receipt point must be of similar quality and pressure of the gas flow at Shipper's original primary Keystone/Waha receipt point.

(D) If the above conditions are met, the receipt points eligible for this Flow Path flexibility within the Keystone area are the Keystone Pool point (Scheduling Loc Code 216750), INNKEYST (Scheduling Loc Code 42599), IKEYSTOR (Scheduling Loc Code 337906), and ISIDRICH (Scheduling Loc Code 38828). If the above conditions are met, the Receipt Points eligible for this Flow Path flexibility within the Waha area are IOASISWA (Scheduling Loc Code 151617), IVALEROW (Scheduling Loc Code 152149), ILONEWA (Scheduling Loc Code 151624), and IWESTARW (Scheduling Loc Code 151612).

(E) If the above conditions are met, the Delivery Points eligible for this Flow Path flexibility within the Waha area are IOASISWA (Scheduling Loc Code 151617), IVALEROW (Scheduling Loc Code 152149), ILONEWA (Scheduling Loc Code 151624), and IWESTARW (Scheduling Loc Code 151612).

(ix) Flow Point Secondary Capacity Point Rights for Shippers with Primary Receipt or Delivery Points in the Permian Area - The Receipt Points listed in Section 8.1(e)(viii)(D) and Delivery Points listed in Section 8.1(e)(viii)(E), shall be assigned a Flow Point Secondary scheduling priority when a Shipper who holds primary receipt/delivery point rights at one of the listed points nominates from/to one of the other points within the same area on the list. Nominated quantities at the alternate Keystone/Waha receipt or delivery point must be within the MRQ/MDQ for the original primary Keystone/Waha receipt or delivery point.
8.1(e) Segmentation and Pathing (continued)

(x) Flow Path rights will be used, in part, to determine scheduling priority. If a constraint causes capacity to be allocated along a portion of the Flow Path, Transporter will not automatically adjust the Shipper's nomination to another Flow Path; however, Shippers may re-nominate using another Flow Path in the next available nomination cycle. In cases of multiple Flow Paths between a Receipt Point and a Delivery Point, Transporter shall operationally utilize all applicable Flow Paths, as necessary, in an effort to reduce or eliminate reductions to Shipper’s scheduled quantities due to a capacity constraint along a specific Flow Path.

(xi) Flow Path Secondary and Flow Point Secondary Flexibility for C/C1 Shippers - Shippers with a C/C1 Primary Receipt-to-Delivery Flow Path nominating to Daggett as an alternate receipt or delivery point will be assigned a Flow Path Secondary scheduling status on the portion of a nominated Flow Path between Daggett on the Mojave Pipeline and the Cadiz Crossover and a Flow Point Secondary scheduling status at the Daggett point.

(xii) Segmentation - Any Shipper taking service pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD and/or NNTH may Segment its TCD pursuant to the provisions of this section, subject to restrictions in the applicable rate schedule.

(A) Segmentation may be accomplished on a self-implementing basis by nomination or through capacity release.

(B) Segmentation may be accomplished on Transporter's system by specifying the desired Segmentation Receipt and Delivery Points in a valid nomination or capacity release offer. Transporter shall permit such Segmentation if the provisions of this section are met, if capacity is available, and if such Segmentation request can be supported without adversely affecting system operations or other firm obligations. Any Receipt or Delivery Points not listed on the TSA used for Segmentation are deemed to be Segmentation Receipt and/or Delivery Points, as appropriate. If the Segmentation involves the release of capacity, then the requirements of Section 9 must also be met.

(xiii) Shipper's point rights at existing primary receipt or delivery points are not affected by Segmentation, except as modified by capacity release.

Issue on: October 31, 2017 Effective on: December 1, 2017
8.1(e) Segmentation and Pathing (continued)

(xiv) Billing

(A) A Shipper using Segmentation will pay the usage and Fuel charges provided under its TSA for each Segment it uses, except as provided for in footnote 1 on the Statement of Rates for Fuel Charges. A Shipper will pay only one reservation charge per firm TSA regardless of the number of Segments it uses under its TSA. Except as provided for in Section 8.1(g)(i), if a Shipper segments its capacity, it shall pay the higher of the maximum reservation charges applicable to the receipt and delivery zone for which service is provided or the highest reservation charge provided under the TSA, unless Shipper has requested and been granted a discount pursuant to Section 8.1(g)(iii), or Shipper's TSA provides otherwise.

(B) Segmentation by capacity release may be subject to additional charges depending on the Receipt and Delivery Points used.

1. Shippers using Receipt or Delivery Points not provided for in the TSA may be subject to an incremental Out-of-Zone Daily Reservation Charge. The applicable charges are described in Sections 8.1(g)(ii) and 8.1(g)(iii).

2. If an incremental Out-of-Zone Charge is applicable, the total reservation charges retained by Transporter from the Releasing and Acquiring Shippers may not exceed the applicable maximum reservation charges. In the case of a capacity release subject to Section 9.8(c) of the GT&C, if such charges exceed the applicable maximum tariff rate, the reservation charges in excess of the applicable maximum tariff rate will be returned to the releasing Shipper so that Transporter retains no more than the applicable maximum charges from the Releasing and Acquiring Shipper.

(xv) General Prerequisites for Segmentation - To maintain the integrity and reliability of Transporter's system and to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service, the following prerequisites for Segmentation have been established.

(A) Segmented capacity may not exceed a Shipper's TCD, except as provided in Section 8.1(e)(xvi)(G).

(B) Segmentation is subject to the availability of capacity and existing contractual obligations at and between Segmentation Receipt and Delivery Points identified by the priority of service pursuant to Section 6 of the GT&C.

(C) Segmentation is not available for deliveries to Pools.
8.1(e) Segmentation and Pathing (continued)

(xvi) Implementation of Segmentation

(A) Primary Capacity, Flow Point Secondary Capacity, Flow Path Secondary Capacity, and Alternate Capacity, point rights and path rights will also apply to Segmentation. Segmented transactions will be scheduled pursuant to the scheduling priorities of Section 6 of the GT&C, as clarified in Section 8.1(e)(xvi)(B).

(B) Segmentation nominations for which the Receipt or Delivery Point lies within Shipper's Primary Receipt-to-Delivery Flow Path are to be scheduled as Primary for the portion of the nomination that is within Shipper's Primary Receipt-to-Delivery Flow Path and Flow Path Secondary for any portion of the nomination outside such Flow Path. However, Shipper may request to acquire primary rights at the Receipt and/or Delivery Point from Transporter, pursuant to Section 8.1(f)(iii).

(C) Segments created for a Shipper's own use or for capacity release may overlap under the following conditions:

1. Confirmed quantities on the overlapping Segments that exceed the Path Quantity for that Segment will be assigned a scheduling priority of Second Alternate.

2. Confirmed quantities on the overlapping Segments that exceed the TCD for that TSA will be scheduled and billed as authorized overrun. When confirmed nominations from a Releasing Shipper and an Acquiring Shipper on an overlapping Segment result in overrun transportation service, the Shipper with the highest scheduling priority will be scheduled first and the shipper with the lowest scheduling priority will be assessed the overrun charges. If the Releasing Shipper and the Acquiring Shipper have the same scheduling priority, both Shippers will be scheduled and assessed overrun charges on a pro rata basis.

3. Confirmed quantities on any Segments involving service in the Permian virtual area separately or in total under the TSA that exceeds the TCD will be scheduled and billed as daily authorized overrun.

4. For Segmentation purposes, the North and South Mainlines shall be considered to be non-threaded parallel lines. Segmented transactions that use these parallel lines at the same time and exceed Shipper's Path Quantity for those parallel lines shall be considered overlap and shall be billed and scheduled as daily authorized overrun.
8.1(e) Segmentation and Pathing (continued)

(xvi) (continued)

(D) If capacity allocations are required, confirmed quantities within a Shipper's Primary Receipt-to-Delivery Flow Path will be scheduled first (or pro rata if more than one applicable transaction) and then any remaining quantities will be scheduled for out-of-path nominations (or pro rata if more than one applicable transaction).

(E) Any nominated and confirmed quantity exceeding a Shipper's MRQ at a Receipt Point or the MDQ at a Delivery Point, or Path Quantity, but not exceeding its TCD will be assigned a scheduling priority of Second Alternate.

(F) Segmentation nominations entirely outside the Shipper's Primary Receipt-to-Delivery Flow Path will be assigned a scheduling priority of Second Alternate.

(G) A firm Shipper (or a Releasing Shipper and an Acquiring Shipper participating in a capacity release) may segment its capacity by simultaneously nominating its full rights in a forward haul and its full rights in a backhaul to the same Delivery Point.

(H) Transporter reserves the right at any time to control or restrict Segmentation when such Segmentation results in a degradation of firm service or poses a threat to the sound operation of Transporter's system. Such restrictions will be posted on the EBB in a timely manner. Examples of such include: (1) a force majeure event, (2) maintenance or physical constraints resulting in capacity being reduced below design limit levels, (3) a system operational upset requiring an SOC or COC, (4) changed capacity demands resulting from facility changes, or changes to other operational criteria such as gas quality or receipt/delivery pressures, and (5) the non-availability of critically sourced gas when and where it is needed during times of normal, as well as critical operations.

1. Transporter's control or restriction of Segmentation does not override the scheduling priorities of Section 6 of the GT&C.

2. Transporter's control or restriction of Segmentation will not affect nor change previously scheduled quantities.

3. Transporter's control or restriction of Segmentation will not affect a segmented release once the release has been accepted by Transporter.
8.1(e) Segmentation and Pathing (continued)

(xvii) Transporter will file with the Commission, within eighteen Months of the implementation of Pathing and Segmentation, a report detailing the first twelve Months of such Pathing and Segmentation activity on its system. Based on this review, Transporter will additionally provide an analysis of the feasibility of pathing and segmenting, on a primary basis, the remaining portions of Transporter's mainline system.

(f) Flexible Receipt and Delivery Point(s)

For purposes of this Section 8.1(f), "firm Shipper" shall include Shippers taking service pursuant to any of the firm rate schedules, with the exception of Rate Schedule FT-2. Rate Schedule FT-2 service is not eligible for flexible Delivery Point treatment since all delivery locations are full requirements locations.

(i) A firm Shipper's TSA shall designate the primary receipt point(s), primary delivery point(s) and Primary Flow Path(s) for service under that agreement. A firm Shipper may use any other Receipt Point or Delivery Point not provided for in the TSA on a lower priority (Flow Point Secondary or Alternate) basis unless conditioned by the applicable rate schedule. These rights are defined in Section 1 of the GT&C and in the Pathing and Segmentation provisions of Section 8.1(e). Shipper may use such lower priority points by submitting a nomination to Transporter designating the point to be used.

(ii) The use of lower priority points is also subject to the following conditions:
(A) The lower priority points will be scheduled pursuant to the priorities of Section 6.2 of the GT&C.

(B) The lower priority points are subject to the rate conditions specified in Section 8.1(g)(i).

(C) The total quantity of gas transported by Transporter using Shipper's primary receipt and delivery point(s) and lower priority points shall not exceed Shipper's TCD except as provided by Section 8.1(e), unless otherwise agreed to by Transporter.

(iii) Re-designation of Existing Primary Points. Unless conditioned by the applicable rate schedule, firm Shippers, including Acquiring Shippers with express permission from the Releasing Shipper to do so, may request to re-designate primary point rights to any rate zone pursuant to the following procedures. Transporter will grant such requests on a first come/first served basis if firm capacity is available to and at the requested points, the change will not harm other firm Shippers, and the change is operationally feasible. Requests for sales of capacity involving incremental service will have priority over re-designation requests.
8.1(f) Flexible Receipt and Delivery Point(s)
   (iii) (continued)

(A) When a Shipper desires to re-designate primary point rights, the Shipper
must agree to the rate conditions of Section 8.1(g)(i), the creditworthiness
provisions of Section 4.16, and the other conditions of this Section. Unless
otherwise agreed by Transporter on a not unduly discriminatory basis, a
Shipper may only request to re-designate over an annual period either a
fixed and constant percentage of its monthly TCD or a fixed and constant
daily contract quantity.

1. Pursuant to Section 5.7 of the GT&C, when Shipper requests re-
   designation of primary D-Code/delivery point rights, such Shipper's
request shall include the MDQ at the D-Code level and the related
meter CMQs within that D-Code.

(B) A firm Shipper may submit only one re-designation request at a time for the
   same TSA; however, a firm Shipper wishing to re-designate a primary point
   for a period of three Months or less may submit a request, subject to the
other conditions of this Section 8.1(f)(iii), to re-designate to a new primary
point and simultaneously submit a request to re-designate back to the
original primary point at the end of the re-designation period.

(C) When a Receipt or Delivery Point is re-designated, the related path rights
   are restated to reflect the newly created Primary Receipt-to-Delivery Flow
Path.

(D) Transporter will respond to a re-designation request within three Business
   Days, which will require a Shipper to submit a request no later than 9:30
   a.m., MCT, three Business Days prior to the Timely Nomination Cycle for
   the requested day of flow.

1. Should the re-designation request require Transporter to reduce the
   MDO/MHO quantity under the OPASA of another DP Operator
   pursuant to Section 6.2 of Rate Schedule OPAS, such re-designated
   primary point may not become effective until the earlier of the expiraton of the
   notification period provided in Section 2.5(d) of Rate Schedule OPAS or the execution of a new OPASA by the
   affected DP Operator.

(E) Receipt and Delivery Points that are the subject of open seasons for the sale
   of incremental service are considered to be placed in the first come/first
   served queue on the date the open season is announced.
8.1(f) Flexible Receipt and Delivery Point(s)

(iii) (continued)

(F) Unless otherwise agreed, all re-designation requests must be submitted online using Transporter's EBB. Transporter will indicate its acceptance or rejection of the re-designation request by notice on its EBB. If the request is accepted by Transporter, such request and notice will constitute an offer and acceptance, shall be legally binding, and shall amend the TSA or Acquired Capacity Agreement accordingly. Either party may request an executed paper copy of the revised TSA or Acquired Capacity Agreement; however, such paper copy does not alter the legally binding nature of the request and notice.

(G) A Shipper may not submit requests to re-designate a Receipt or Delivery Point earlier than three Months prior to the Day on which the Shipper desires the change to become effective. However, Transporter may agree, on a non-discriminatory basis, to allow requests prior to the three-Month deadline if it is consistent with Commission policy.

(H) Except as provided in Section 9.21(b), re-designations of Receipt and Delivery Points will result in a permanent change for every Month of the remaining term of the TSA. Accordingly, such changes will result in a corresponding reduction in contract quantity at the original (vacated) primary points. Transporter will make the capacity at the vacated points available for other Shippers to use on a firm and interruptible basis. The original Shipper may return to the vacated primary points at a later date only if the capacity is available to and at those points at that time and the Shipper submits a re-designation request pursuant to the procedures of this Section.

(I) If the re-designation of primary points requires the construction of facilities, then the timing requirements of this Section 8.1(f)(iii) shall not apply. If Transporter and Shipper agree that Transporter shall construct facilities, Shipper must provide Transporter sufficient notice to obtain the necessary regulatory and environmental authorizations to construct and operate the new point under the Commission's Regulations.

(g) Rate Application for Flexible Point(s) or Re-designations

(i) In the event Shipper uses Receipt or Delivery Points not provided for in the TSA or re-designates a primary receipt or delivery point pursuant to Section 8.1(f)(iii), Shipper shall be billed pursuant to Section 8.1(g). In addition, Shipper shall pay the maximum usage charge(s), unless otherwise provided, applicable to the Delivery Point(s) actually used for the transportation service.
8.1(g) Rate Application for Flexible Point(s) or Re-designations (continued)

(ii) Use of Non-Discounted Points. Notwithstanding the applicability of any contractually agreed-upon lower rate for services using primary receipt and delivery points, all transportation services using alternate receipt or delivery points in the same delivery zone or a delivery zone with lower maximum rates than the original delivery zone shall be subject to the higher of the maximum Reservation Rate of the applicable rate schedule for the alternate delivery point or the contract rate, unless Transporter otherwise agrees in writing at the time the service using such point(s) is requested.

(iii) Out-of-Zone Daily Reservation Charge. All firm Shippers using Receipt or Delivery Points located in zones with higher maximum rates than their original zones shall pay Transporter, in addition to their contracted Daily Reservation Charge, an incremental Out-of-Zone Daily Reservation Charge. If the contract subject to an Out-of-Zone Daily Reservation Charge is subject to Section 37, see Section 37 for the description of such charge.
   (A) The incremental Out-of-Zone Daily Reservation Charge, unless Transporter agrees to discount such rates, shall be equal to the difference between the maximum Reservation Rate applicable to the zone for which service is provided and the Reservation Rate provided in the TSA or zero, whichever is higher.
   (B) When segmenting capacity, the Out-of-Zone Daily Reservation Charge shall be the charges described in Sections 8.1(g)(ii) and (iii).

(iv) When a firm transportation Shipper re-designates a Receipt or Delivery Point, Shipper shall pay the higher of the maximum Reservation Rate applicable to the original (vacated) primary receipt or delivery point or the maximum rate applicable to the zone for which service is provided, unless Transporter agrees to discount such rate(s).

(v) For appropriate rate application pursuant to Section 8.1(g) of the GT&C as applicable to Rate Schedule FT-H, the higher-of-rate comparison will be conducted based on the service level provided (i.e., the contract rate will be compared to the service level delivery zone rate of the service provided).

(h) Abandonment of Transportation Service - Unless otherwise provided in the applicable TSA and subject to Section 4.14 below, Transporter shall be entitled to avail itself of the pregranted abandonment authority under Section 7(b) of the Natural Gas Act of long-term (twelve (12) Months or more) firm transportation services, as authorized by Section 284.221(d) of the Commission's Regulations, upon the expiration of the contractual term or upon termination of each individual transportation arrangement and shall seek offers from competing Shippers interested in receiving such firm transportation service, as provided below.
8.1 (continued)

(i) Hourly Entitlement Enhancement Nomination

(i) "Hourly Entitlement Enhancement Nomination" or "HEEN" is a nomination that shall be subject to the following conditions:

(A) The nomination may only be submitted by Shippers under Rate Schedules FT-1, FT-H, FTH-V, NNTD, or NNTH; and

(B) The nomination may only be submitted for the Timely or Evening Nomination Cycles and must involve a HEEN Qualified Delivery Point, as described in Section 8.1(i)(ii)(I)(1) below.

1. Shipper may decrease a previously scheduled HEEN nomination in any nomination cycle. As further described in Section 8.1(i)(iii)(A), Transporter may decrease Shipper's HEEN nomination in any nomination cycle to reflect a change in the related Flowing Gas nomination.

2. Shipper may increase a previously scheduled HEEN nomination in the Evening Nomination Cycle. As further described in Section 8.1(i)(iii)(B), Transporter may increase Shipper's HEEN nomination in any intraday nomination cycle to reflect a change in the related Flowing Gas nomination.

(ii) HEEN Specifications. The hourly rates of flow supported by HEEN are pursuant to the applicable rate schedule. At HEEN Qualified Delivery Points, when applicable, quantities delivered, or caused to be delivered, for Shipper's account may not exceed in any hour the sum of the effective hourly entitlements based on the Shipper's contract and the scheduled quantity, as follows:

(A) A HEEN may be used to reserve capacity to support non-uniform hourly deliveries at HEEN Qualified Delivery Points that are listed on Transporter's EBB. HEEN nominations must meet all other criteria for a valid nomination, except the requirement that the receipt side of the nomination be confirmed by a third party. Subject to Section 8.1(i)(ii)(I)(1) of the GT&C, the HEEN quantity and the Flowing Gas quantity scheduled for the path may not exceed:

- the TCD for primary delivery points; or
- the greater of the Path Quantity for the Flow Path used or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path.
8.1(i) Hourly Entitlement Enhancement Nomination
(ii) (A) (continued)

HEEN nominations will be available up to 100% of all of a Shipper's unscheduled MDQ across all of its TSAs at each Delivery Point between the Shipper's HEEN Receipt Point through to its primary delivery point in the pertinent TSAs as well as to Operationally Equivalent non-primary HEEN Qualified Delivery Points as specified in Section 8.1(ii)(I)(1) of the GT&C. All of the tariff rules as to primary and alternate path and point scheduling priorities will continue to apply. The foregoing does not allow summing or aggregation of the Hourly Scheduled Entitlements associated with HEEN nominations across all points in a TSA but is only relevant to the scheduling at a single Delivery Point.

1. For Rate Schedule FT-1 Shippers, the sum of all Hourly Scheduled Entitlements for any Segment may not exceed on a firm basis in any one hour 1/24th of the sum of all of the Shipper's TCD.

2. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on a primary basis for any Segment may not exceed on a firm basis in any one hour the peak hour entitlement under the Shipper's TCD.

3. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on an alternate basis for any Segment may not exceed on a firm basis in any one hour the peak hour entitlement under the Shipper's TCD.

4. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on a primary basis for any Delivery Point may not exceed on a firm basis in any one hour the Hourly Contract Entitlement.

5. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on an alternate basis for any Delivery Point may not exceed on a firm basis in any one hour the Hourly Contract Entitlement.

(B) Confirmed HEEN nominations will be scheduled by Transporter except for reasons of force majeure and other circumstances in which nominations may be reduced under the terms of this tariff and then only on the affected Segments of its system.

(C) Shipper shall not make HEEN nominations in excess of a reasonable forecast of its needs.
8.1(i) Hourly Entitlement Enhancement Nomination

(ii) (continued)

(D) In the event a Shipper ranks its HEEN nomination below its Flowing Gas nomination, such Flowing Gas nomination shall not be reduced by such HEEN nomination.

(E) When applicable, Shipper shall specify its requested hourly flow pattern pursuant to the procedures specified in Section 6.1(a) of the GT&C.

(F) The sum of HEEN quantities and flowing gas quantities scheduled at a Delivery Point under Rate Schedules NNTD and NNTH may not exceed 90% of the MDQ without affecting the quantity of no-notice service available, pursuant to the applicable rate schedule.

(G) Subject to Section 8.1(i)(ii)(B) above, should Shipper submit a HEEN nomination and Transporter is unable to schedule all valid quantities, if, and to the extent, the unscheduled HEEN quantities would have alleviated hourly scheduling penalties, such penalties will not be assessed. However, hourly scheduling penalties will apply to the extent that the HEEN scheduling reduction is due to: 1) the Shipper's actions, or 2) a COC declared in the affected area pursuant to Section 11.1(b) of the GT&C.

(H) All HEEN nominations must be forward haul, subject to the following:

1. A HEEN nomination may be used for transportation service accomplished by a combination of forward haul and displacement if the portion of forward haul capacity is sufficient to reserve the capacity necessary to support non-uniform deliveries at the nominated Qualified Delivery Point. Transporter shall list the displacement transactions that are accomplished by the combination of partial forward haul and partial displacement that qualify for HEEN on its EBB.

(I) HEEN Receipt and Delivery Points

1. HEEN Qualified Delivery Points (or Qualified Delivery Points) are those points on Transporter's transportation system where non-uniform flow and HEEN service may be provided pursuant to the specifications of this Section 8.1(i). Upon Shipper's request, Transporter shall determine any applicable non-primary HEEN Qualified Delivery Point through its evaluation of the Operationally Equivalent nature of such point compared to the primary point(s) listed on Shipper’s TSA(s). Any points deemed Operationally Equivalent shall be listed on Transporter’s EBB, pursuant to this Section 8.1(i)(ii)(I), and may be utilized subject to the availability of capacity and the scheduling priorities found in Section 6 of the GT&C.
8.1(i) Hourly Entitlement Enhancement Nomination

(ii) (I) (continued)

2. Eligible Receipt Points for HEEN nominations will be determined by Transporter based on the pipeline volume (pipe diameter, distance and pressure) required to support the requested hourly flexibility at HEEN Qualified Delivery Points.

3. HEEN Qualified Delivery Points and related eligible Receipt Points will be identified on Transporter's EBB and may vary from time to time. Upon Shipper's request, Transporter shall consider adding new points to the listed HEEN Qualified Delivery Points on the EBB.

(iii) Automatic Scheduling Adjustments to HEEN

Transporter shall automatically adjust Shipper's HEEN nomination in conjunction with a change to the related Flowing Gas nomination(s) if Shipper's HEEN and Flowing Gas nominations are on the same TSA and same Flow Path, and are nominated to the same Delivery Point.

(A) Subject to the requirements listed below, Transporter shall automatically decrease Shipper's HEEN nomination if Shipper submits an increase to its Flowing Gas nomination, whereby the sum of the Flowing Gas nomination and the HEEN nomination exceed the Path Quantity. Shipper's HEEN nomination shall be reduced by such quantity so that the sum of the Flowing Gas nomination and the HEEN nomination will equal the greater of the Path Quantity or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).

1. Shipper must submit a HEEN and Flowing Gas nomination, and the HEEN nomination must be ranked below the Flowing Gas nomination. No automatic HEEN adjustment will occur if the HEEN nomination is ranked above the Flowing Gas nomination.

2. The sum of Shipper's HEEN and Flowing Gas nominations shall not exceed the greater of the Shipper's Path Quantity for the TSA nominated or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).
8.1(i) Hourly Entitlement Enhancement Nomination

(iii) Automatic Scheduling Adjustments to HEEN (continued)

(B) Subject to the following requirements, and upon Shipper's election, Transporter shall automatically increase Shipper's HEEN nomination when such Shipper's Flowing Gas nomination is decreased. The HEEN quantity increase shall be commensurate with the Flowing Gas quantity decrease.

1. Shipper may elect the automatic HEEN increase feature by notifying Transporter in writing a minimum of two Business Days prior to the effective Gas Day. Such election will remain in effect until changed by Shipper.

2. The Shipper's HEEN and Flowing Gas nominations for the same TSA, Flow Path and Delivery Point were scheduled in a prior cycle.

3. The sum of the Shipper's HEEN and Flowing Gas nominations shall not exceed the greater of such Shipper's Path Quantity for the TSA nominated or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).

4. Transporter shall increase a Shipper's HEEN if the Shipper's Flowing Gas nomination is decreased due to a supply reduction. Transporter shall not increase a Shipper's HEEN if such Shipper's Flowing Gas nomination is decreased due to a constraint.

(C) Automatic HEEN adjustments will be scheduled using the priority and bumping rules of Section 6.1(a) of the GT&C. An automatic adjustment will not require previously scheduled quantities in an earlier nomination cycle to be rescheduled in a later cycle.

(D) Transporter may refuse to perform any automatic HEEN adjustment if it believes that the adjustment would impair system operations or service to another firm shipper.

(j) Daily Unauthorized Overrun Penalties. Daily unauthorized overrun penalties will be imposed on daily quantities as set forth in the applicable rate schedule. In cases where HEEN has been scheduled, the calculation for daily unauthorized overrun penalties will not include HEEN scheduled quantities. Daily unauthorized overrun penalties resulting from a bump of a scheduled quantity during non-critical periods shall only be subject to maximum daily authorized overrun rates as stated on the Statement of Rates.
(k) East Valley Lateral in Docket No. CP06-57-000. El Paso and Salt River Project Agricultural Improvement and Power District ("SRP") are parties to a purchase and sale agreement whereby El Paso has agreed to purchase the East Valley Lateral from SRP. Under the terms of this agreement, SRP has two options to re-purchase from El Paso an undivided interest in a portion of the East Valley Lateral. Except for service to SRP, El Paso will not contract for firm transportation service using the capacity subject to the re-purchase options for a term longer than six months. Furthermore, such capacity shall not be the subject of any ROFR right by a shipper holding such capacity upon expiration of its agreement.
8.2 INTERRUPTIBLE SERVICE

Interruptible transportation service under this FERC Gas Tariff shall be scheduled when, and to the extent that, Transporter determines that capacity is available in Transporter's existing facilities, which capacity is not subject to a prior claim by another customer or another class of service under a pre-existing contract, service agreement or certificate. Available interruptible capacity shall be allocated by Transporter on an economic basis, as determined by Transporter, and interruptible transportation service hereunder shall be provided in accordance with such allocation.

The provisions of this Section 8.2 shall also be applicable to interruptible service under special rate schedules contained in Transporter's Volume No. 2 Tariff.

(a) A valid request for interruptible transportation service under this FERC Gas Tariff shall be in accordance with the provisions contained in Section 4.

(b) Interruptible transportation service provided under this Volume No. 1A Tariff is subject to and conditioned upon the availability of capacity sufficient to provide the transportation service without detriment or disadvantage to Transporter's firm transportation customers.

(c) On any day that sufficient capacity is not available in Transporter's system to provide transportation for all gas nominated and confirmed under interruptible TSAs, Transporter shall allocate its available capacity among such Shippers on an economic basis pursuant to Section 6.2 of the GT&C.

(d) Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with the terms contained in the GT&C, in particular, but without limitation, Sections 8.2, 4, and 5.7 and any and all terms of the applicable rate schedule and/or the terms of Shipper's TSA with Transporter.

(e) Upon request of Transporter, Shipper shall from time to time submit estimates of hourly, daily, monthly and annual quantities of gas to be transported, including peak day requirements.

(f) Shipper shall deliver and receive Natural Gas in uniform hourly quantities during any Day with operating variations to be kept to the minimum feasible, except when specific hourly services are being provided.
9. CAPACITY RELEASE PROGRAM

9.1 Purpose - This Section 9 sets forth the specific terms and conditions applicable to the implementation by Transporter of a Capacity Release Program on its interstate pipeline system. Unless otherwise stated in this Section 9, all times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard 0.3.17.

9.2 Applicability - This Section 9 is applicable to any Shipper who has a Part 284 TSA under a firm rate schedule contained in this Volume No. 1A Tariff, subject to the conditions of such rate schedule, or an Acquired Capacity Agreement (except for those Acquired Capacity Agreements providing for volumetric reservation charges) and who elects to release, subject to the Capacity Release Program set forth herein, all or a portion of its firm transportation rights. Shipper shall have the right to release any portion of the firm capacity rights held under a TSA or an Acquired Capacity Agreement but only to the extent that the capacity so released is acquired by another Shipper pursuant to the provisions of this Section 9.

(a) Any Rate Schedule FT-2 Shipper may release capacity provided that such shipper is willing to convert on a temporary basis, for a minimum term of one (1) Month, to service under Rate Schedule FT-1. Notice of the intent to convert must be given to Transporter at least one (1) week prior to the beginning of the Month(s) for which such conversion is to be effective. For purposes of determining capacity rights of such Shipper, Transporter will utilize either the Shipper's billing determinants established in the general rate proceeding applicable on the effective date of the conversion or a billing determinant negotiated by the parties.

9.3 Notice by Shipper Electing to Release Capacity - A Releasing Shipper shall deliver a notice via Transporter's EBB that it elects to release firm capacity. The notice shall set forth:

(a) Releasing Shipper's legal name, DUNS number, contract number, and the name and title of the individual responsible for authorizing the release of capacity;

(b) the maximum and minimum (if desired) quantity of firm daily capacity which the Releasing Shipper desires to release, stated in dth/d; provided, however, the Releasing Shipper may only permanently release over an annual period either a fixed and constant percentage of its TCD or a fixed contract quantity for the Receipt Point, Delivery Point and Flow Path being released;

(c) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the related Flow Path, for which the firm capacity is to be released (Shipper may only release Primary Receipt-to-Delivery Flow Path rights);
9.3 Notice by Shipper Electing to Release Capacity (continued)

(d) whether capacity will be released on a firm or firm recallable basis and, if on a firm recallable basis, the terms on which the capacity can be recalled, as well as the terms on which the recalled capacity will be returned to the Acquiring Shipper if such capacity may be returned, and whether the Acquiring Shipper has the option to accept such returned capacity, which terms must be objectively stated, not unduly discriminatory and applicable to all bidders.

The Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51);

(e) the requested effective date and the term of the release;

(f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in Section 9.3(e), and, if so, the minimum (if desired) acceptable period of release;

(g) whether the Releasing Shipper desires bids in dollars, as a percentage of Transporter's maximum reservation charge(s) and reservation surcharge(s), or as an index-based formula (under one of the methods listed below) applicable to the capacity to be released under this Volume No. 1A Tariff as in effect from time to time;
   (i) a percentage of the formula,
   (ii) a dollars and cents differential from the formula, or
   (iii) a dollars and cents differential from the Rate Floor;

(h) the maximum reservation charge(s) and reservation surcharge(s) applicable to the capacity being released as shown on Transporter's Statement of Rates applicable to the Releasing Shipper's TSA or Acquired Capacity Agreement and whether the Releasing Shipper is willing to consider releasing capacity at a lower rate;

(i) whether the Releasing Shipper desires to release capacity on the basis of a volumetric reservation charge and, if so, whether bids shall be stated in dollars, as a percentage of Transporter's maximum reservation charge(s) and reservation surcharge(s), or as an index-based formula in accordance with Section 9.14, and if there is a volumetric commitment, the commitment stated as a percentage of the capacity awarded;

(j) which Option of Section 9.9 shall be used to determine the highest bidder and, if Option 2 is selected, the criteria by which bids are to be evaluated; whatever evaluation option the Releasing Shipper chooses, it may establish and post objective, non-discriminatory minimum conditions for an acceptable bid, subject to the provisions of Section 9.3(p);
9.3 Notice by Shipper Electing to Release Capacity (continued)

(k) the method by which ties will be broken;

(l) whether the Releasing Shipper wants Transporter to market its released capacity in accordance with Section 9.15;

(m) the duration of the open season and of the matching period if longer than the minimums specified in Section 9.7;

(n) the date and time the notice is posted on the EBB;

(o) whether the Releasing Shipper is willing to accept contingent bids that extend beyond the open season and, if so, any non-discriminatory terms and conditions applicable to such contingencies including the date by which such contingency must be satisfied and whether, or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder be unable to satisfy the contingency specified in its bid;

(p) whether the Releasing Shipper's notice will state minimum conditions or that such Shipper has revealed such minimums to Transporter which conditions shall not be revealed during the open season;

(q) whether the Releasing Shipper will permit the Acquiring Shipper to redesignate the primary receipt and delivery points, as set forth in Section 9.21;

(r) whether the Releasing Shipper or the Acquiring Shipper will be responsible for the payment of any additional charges that may apply pursuant to Sections 8.1(f) and 8.1(g) of the GT&C;

(s) any other applicable conditions; and

(t) if the released capacity was originally obtained under a negotiated rate agreement, the usage charges and surcharges applicable to that agreement.

A Releasing Shipper may withdraw such notice at any time prior to the close of the open season set forth in Section 9.7 below if such withdrawal is due to an unanticipated need for the capacity and no bid has been received which meets the minimum criteria specified in the notice; provided, however, that once the notice is withdrawn, the offer to release shall remain posted on the EBB for a period of thirty (30) Days for monitoring and control purposes.
9.4 Notice of Pre-Arranged Release - The Releasing Shipper shall deliver a notice via Transporter's EBB of a pre-arranged release. The notice shall set forth all of the information on the terms of the release called for in Section 9.3 and all of the information called for in Section 9.8 required to define the pre-arranged bid. In addition, it shall specify if the pre-arranged bid is for the maximum applicable reservation rate, and whether the Releasing Shipper is seeking bids to compete with the non-rate provisions of the pre-arranged bid. The Releasing Shipper shall also designate if it is seeking bids when the release of capacity is for thirty-one (31) Days or less.

9.5 Term of Released Capacity - The term of any release of firm capacity shall not exceed the term of the TSA or Acquired Capacity Agreement under which releasing occurs, nor shall it be less than one (1) full gas flow day.

9.6 Availability of Released Capacity - Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or pre-arrangement in accordance with the procedures described in Sections 9.7 and 9.9.

9.7 Open Season and Matching Period - The minimum term of any open season to be held as a consequence of the posting by a Releasing Shipper of its election to release capacity in accordance with Sections 9.3 or 9.4 hereof shall be as specified below, except that no open season shall be required for a pre-arranged release that is: (1) a release for more than one Year at the maximum reservation charge(s) and reservation surcharge(s) applicable to the rate schedule pursuant to which capacity is released under this Volume No. 1A Tariff as in effect from time to time; (2) a release for any period of thirty-one (31) Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R 284.8; or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8.

Any capacity release transactions effectuated during the period between July 30, 2008 and November 21, 2008, shall be grandfathered and shall not be required to comply with the requirement of 18 C.F.R. 284.8(b)(2), that releases with a rate greater than the maximum rate must take effect on or before one year from the date on which the pipeline is notified of the release.

(a) Capacity released under a pre-arrangement, for a period of thirty-one (31) Days or less may not be rolled over or extended unless an offer to release is posted on Transporter's EBB, prior to the effective date of the rollover or extension, treating the extension or rollover as a pre-arranged release and initiating the appropriate open season. A Releasing Shipper may not re-release capacity subject to this paragraph (a) to the same Acquiring Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Acquiring Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in Section 9.7 of the GT&C.
9.7 Open Season and Matching Period (continued)

(b) Minimum posting periods shall be as follows (NAESB Standard 5.3.2):

For biddable releases (one (1) Year or less):

(i) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

(ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.

(iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

(iv) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

(v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

(vi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than one (1) Year):

(viii) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

(ix) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

(x) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

(xi) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

(xii) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
9.7 Open Season and Matching Period (continued)

(b) (continued)

(xiii) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(xiv) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

(xv) The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

(a) Timely Cycle 12:00 Noon

(b) Evening Cycle 5:00 p.m.

(c) Intraday 1 Cycle 9:00 a.m.

(d) Intraday 2 Cycle 1:30 p.m.

(e) Intraday 3 Cycle 6:00 p.m.

(xvi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(xvii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.
9.8 Bids for Released Capacity - A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's EBB.

(a) Each bid for released capacity must include the following:

(i) Bidding Shipper's legal name, DUNS number, address, and the name and title of the individual responsible for authorizing the bid;

(ii) the term of the proposed acquisition;

(iii) the maximum reservation charge(s) and reservation surcharge(s) or percentage thereof, or the maximum dollars and cents differential or percentage of an index-based formula the Bidding Shipper is willing to pay for the capacity;

(iv) the quantity desired and any minimum acceptable quantity;

(v) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;

(vi) for pre-arranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;

(vii) whether the bid is a contingent bid and the contingency which must be satisfied before the date specified by the Releasing Shipper pursuant to Section 9.3(o); and

(viii) all other information requested by the Releasing Shipper.

(b) Any bid received by Transporter during the open season shall be posted on Transporter's EBB (excluding Bidding Shipper's name). The posting shall indicate if the bid is a contingent bid. Any bid may be withdrawn by such Shipper at any time prior to the close of the open season. However, once a bid is withdrawn, such Shipper may not resubmit a bid at a lower rate but may resubmit a bid at a higher rate. A Bidding Shipper may not simultaneously submit multiple bids for the same package of capacity and may not have more than one bid posted at a given time for such package of capacity.

(c) Except as stated in this Section 9.8(c), a Bidding Shipper may not bid a reservation charge(s) less than the minimum reservation charge(s) nor more than the sum of the maximum reservation charge(s) and reservation surcharge(s) specified by this Volume No. 1A Tariff, nor may the quantity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity, including an index-based release, for a period of one Year or less if the release is to take effect on or before one Year from the date on which Transporter is notified of the release.
9.8 Bids for Released Capacity (continued)
(d) Any capacity acquired on a volumetric reservation charge basis may not be re-released.

9.9 Awarding of Released Capacity - Released capacity shall be awarded in accordance with this Section 9.9.

(a) If Bidding Shipper submits a bid to acquire the released capacity at greater than or equal to the maximum reservation charge(s) and reservation surcharge(s) and upon all the terms and conditions specified in the Releasing Shipper's notice, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be entitled to reject such bid. Provided, however, if such bid was submitted as a bid in an open season relating to a pre-arranged release and the Pre-Arranged Shipper matches such offer, then the capacity shall be awarded pursuant to Section 9.9(g) hereof. If more than one such bid is received then the capacity shall be awarded in accordance with Section 9.9(f) hereof. The Releasing Shipper shall not be entitled to reject any bid so selected.

(b) If a bid is received that exceeds the minimum but does not conform completely to the reservation charge(s) and reservation surcharge(s) and all the terms and conditions specified in the Releasing Shipper's notice, then the Acquiring Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid. Provided, however, if such bid was submitted as a bid in an open season relating to a pre-arranged release and the Pre-Arranged Shipper matches such offer, then the capacity shall be awarded pursuant to Section 9.9(h) hereof. If bids from two or more Bidding Shippers result in bids of equal rank the capacity shall be awarded in accordance with Section 9.9(f) hereof. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has not removed its contingency by the date specified by the Releasing Shipper pursuant to Section 9.3(o) hereof, such bid shall be deemed to have been withdrawn.

(i) Default Bid Evaluation Criteria - If Releasing Shipper does not specify otherwise, all bids will be evaluated pursuant to Option 3, Highest Rate.

(ii) OPTION 1 - Net Present Value Calculation

\[
\text{Present Value} = R \times Q \times \left( \frac{(1- (1+i)^{-n})}{i} \right)
\]

where:
\( i \) = interest rate per Day using the current FERC annual interest rate as defined in Section 154.501(d)(1) of the Commission’s regulations and converted for daily application
\( n \) = the number of Days
\( Q \) = the Bid Quantity (in Dth)
\( R \) = the Bid Rate per unit of capacity
9.9 Awarding of Released Capacity
(b) (continued)

(iii) OPTION 2 – Other Method

Releasing Shipper shall specify how bids are to be evaluated to determine which is the best offer and must include all criteria necessary to enable Transporter to evaluate any contingent or non-contingent bids. The criteria must be objectively stated, applicable to all potential bidders and not unduly discriminatory. Such criteria shall also include provisions describing how capacity shall be allocated in the event two or more bids are ranked equally. If Releasing Shipper elects this option, the evaluation period specified in Section 9.7(b) shall be extended by one Business Day.

(iv) OPTION 3 - Highest Rate

Capacity shall be awarded to the Acquiring Shipper submitting the highest bid rate that meets the minimum terms and conditions of the release.

(v) OPTION 4 - Net Revenue Calculation

\[ R \times N \times Q = \text{Net Revenue per Month} \]

where: \( R \) = the reservation charge(s) and reservation surcharge(s)
\( N \) = the number of Days in each Month during the Bid Term
\( Q \) = quantity stated in dth

Total Net Revenue for Bid Term = sum of Net Revenue per Month

(c) If the net present value or net revenue options are selected by the Releasing Shipper, then, at the end of the open season, Transporter shall calculate a value for each bid received using the appropriate formula, with the bids being ranked in order from the highest to the lowest value.

(d) For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies an index-based formula in its capacity release offer, the Bid Rate (R) used in the bid evaluation options of this Section 9.9 will be based on: 1) the dollars and cents differential or percentage of the Rate Default, or 2) the dollars and cents differential of the Rate Floor, as applicable.
9.9 Awarding of Released Capacity (continued)

(e) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded. If any bids are received which meet or exceed the Releasing Shipper's minimum criteria, Transporter shall rank all such bids in accordance with the criteria specified in the notice of release and shall award the capacity to the successful Bidding Shipper(s). Any Bidding Shipper who would receive less than the minimum acceptable bid quantity shall not be obligated to accept released capacity.

(f) If bids from two or more Bidding Shippers result in bids of equal score, the Acquiring Shipper(s) shall be determined based upon the tie breaking method designated by the Releasing Shipper, and if none is specified, by a lottery. The lottery shall be conducted by Transporter on a non-discriminatory basis. Capacity shall be awarded in accordance with the order of draw, with capacity awarded to the first-drawn Bidding Shipper up to the quantity bid by such Shipper, and, if any released capacity remains after such award, it shall be offered to other Bidding Shippers in the lottery in accordance with the order of draw. Any Bidding Shipper who, by virtue of its place in the order of draw, receives less than the minimum acceptable bid quantity shall not be obligated to accept released capacity. The results of the lottery shall be posted on Transporter's EBB.

(g) If a pre-arranged release is for the maximum reservation charge(s) and reservation surcharge(s) under this Volume No. 1A Tariff, as in effect from time to time, for a term of more than one Year and meets all other terms and conditions imposed by the Releasing Shipper, then the Pre-Arranged Shipper shall become the Acquiring Shipper. Service to such Acquiring Shipper may begin on the next scheduling day after award of the capacity and execution of the Acquired Capacity Agreement described in Section 9.10 hereof if that is the effective date specified by the Releasing Shipper. If a pre-arranged release is for less than the maximum reservation charge(s) and reservation surcharge(s) or does not meet all other terms and conditions required by the Releasing Shipper, an open season is required pursuant to Section 9.7. If a better offer is received during the open season, the Pre-Arranged Shipper shall have the time specified in Section 9.7 hereof to match that offer and if the offer is matched, the Pre-Arranged Shipper shall become the Acquiring Shipper. If the Pre-Arranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer shall become the Acquiring Shipper.

(h) A Releasing Shipper shall retain all of the capacity under the Executed TSA or Acquired Capacity Agreement that is not acquired by an Acquiring Shipper as the result of an open season or a pre-arranged release.
9.10 Execution of Agreements

(a) The successful Bidding Shipper (or successful prearranged Shipper) for capacity shall become the Acquiring Shipper and its bid for capacity or acceptance of prearranged release pursuant to this Section 9 shall be binding. The bid submitted by the Acquiring Shipper as supplemented by the posting of the notice of capacity release on Transporter's EBB shall constitute the Acquired Capacity Agreement, which shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule. The Acquiring Shipper(s) will gain rights to nominate firm capacity consistent with the capacity acquired from the Releasing Shipper, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying TSA and Sections 9.3 and 9.4 of the GT&C. The Releasing Shipper(s) will relinquish its firm entitlement rights to nominate consistent with the same terms.

(b) Any Shipper that utilizes Transporter's capacity release program shall maintain on file with Transporter the name(s) of those person(s) who have been designated on behalf of such Shipper to perform those functions required by this Section 9 as well as Shipper's signature code which shall be represented by each of the identification numbers (“IDs”) assigned to the representatives authorized by Shipper to perform the functions in this Section 9. The use of an ID will be deemed to be Shipper's consent to be bound by the capacity release transaction. When capacity is awarded, an ID shall be automatically, electronically affixed on the electronic record of the capacity release transaction. Entry of this ID in all cases shall evidence that the Acquiring Shipper has accepted the transaction. No paper copy of the contract for a capacity release transaction will be issued.

Transporter may revoke an Acquiring Shipper's ID if Transporter has reasonable suspicion to believe that one of the following events has occurred or may occur:

(i) fraudulent or unauthorized use of the ID;

(ii) an action resulting in a breach of security such as loss, theft, unauthorized disclosure or use of data contained on Transporter's EBB; or

(iii) conduct that threatens the viable operations of Transporter's EBB or wrongly interferes with the business transactions of another party.

(c) Upon the award of capacity, the capacity release transaction is electronically executed between Transporter and the Acquiring Shipper.

(d) Where capacity has been released for the entire remaining term of the Releasing Shipper's TSA, the Releasing Shipper may request Transporter to amend its TSA to reflect the release of capacity. Absent agreement by Transporter to such amendment, which may be conditioned on exit fees or other terms and conditions, the Releasing Shipper shall remain bound by and liable for payment of the reservation charge(s) and reservation surcharge(s) under the TSA.
9.10 Execution of Agreements
(d) (continued)
To the extent that capacity is released for the remaining term of the Releasing Shipper's TSA and the Acquiring Shipper has agreed to pay the maximum reservation charge(s) and reservation surcharge(s) for such capacity, Releasing Shipper's contract shall be amended so as to relieve such shipper of any further liability for payment of the reservation charge(s) and reservation surcharge(s) applicable to the capacity released under the TSA. In the event the Releasing Shipper's TSA is amended to reflect the release of capacity, Transporter shall enter into a TSA with the Acquiring Shipper in the form prescribed for service in this tariff but containing the rates and terms and conditions established for the acquired capacity pursuant to this Section 9.

In any event, Transporter may, on a not unduly discriminatory basis, refuse to allow such a release (i.e., a permanent release) if it has a reasonable basis to conclude that it will not be financially indifferent to the release. Transporter shall provide written notification and the reasons for any denial of a request for permanent release to the affected Releasing Shipper.

9.11 Notice of Completed Transactions - Within five (5) Business Days after capacity has been awarded pursuant to Section 9.9, Transporter shall post the information identified below regarding each transaction on its EBB for a period consistent with Section 284.13(b) of the Commission’s regulations.

(a) term;
(b) reservation charge(s) and reservation surcharge(s) as bid;
(c) Receipt and Delivery Points, and Flow Path;
(d) quantity in dth;
(e) whether the capacity is firm or firm recallable;
(f) all conditions, including any minimums, concerning the release;
(g) the names of the Releasing Shipper and the Acquiring Shipper;
(h) whether or not the Acquiring Shipper is an affiliate of the Releasing Shipper or Transporter; and
(i) whether or not the Acquiring Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.
9.12 Effective Date of Release and Acquisition - The effective date of the release by a Releasing Shipper and acquisition by an Acquiring Shipper shall be on the date so designated in the Acquired Capacity Agreement (posted term effective date).

9.13 Notice of Offer to Purchase Capacity. In the event a party desires to purchase capacity on Transporter's system, it may post a notice of offer to purchase capacity on Transporter's EBB or, if such party is not currently authorized to access the EBB and elects to provide Transporter with the information in some other form, Transporter shall post such offer on its EBB within twenty-four (24) hours of receipt of such offer. The notice shall be posted for a period of time specified by the requesting party; however, Transporter shall not be required to post the notice of the offer to purchase capacity longer than 30 days. The offering party may furnish all data for posting which it deems appropriate but at a minimum such data shall include the following:

(a) offering party's legal name, DUNS number, address, and person to contact for additional information;

(b) the term of the proposed purchase;

(c) the maximum reservation charge(s) and reservation surcharge(s) the party is willing to pay for the capacity;

(d) the quantity desired; and

(e) the Receipt Point(s), Delivery Point(s), and Flow Path.

9.14 Rates

(a) The reservation charge(s) and reservation surcharge(s) for any released firm capacity shall be the reservation charge(s) and reservation surcharge(s) bid by the Acquiring Shipper. Such reservation charge(s) and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation charge(s) and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.8(c) of the GT&C. In addition, Acquiring Shipper shall pay the maximum usage charge as well as all other applicable charges and surcharge(s) for the service rendered unless discounted by Transporter. For a volumetric reservation charge, the sum of the reservation charge(s) and reservation surcharge(s) shall be converted to a daily rate by multiplying the monthly reservation charge by 12 and then dividing by 365.

(b) The reservation charge(s) and reservation surcharge(s) for any index-based capacity release shall be determined according to NAESB Standard 5.3.67.
9.14 Rates (continued)

(c) If an Acquiring Shipper elects to prepay the reservation charge(s) and reservation surcharge(s) pursuant to Section 12.9 of the GT&C, the prepaid reservation charge(s) and reservation surcharge(s) will be applied against reservation charge(s) and reservation surcharge(s) due Transporter once service commences.

9.15 Marketing Fee - When a Releasing Shipper requests that Transporter actively market the capacity to be released, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.

9.16 Billing - Transporter shall bill the Acquiring Shipper the rate(s) specified in the Acquired Capacity Agreement and any other applicable charges and such Acquiring Shipper shall pay the billed amounts directly to Transporter. Further, the Acquiring Shipper who has acquired capacity on a volumetric reservation rate basis shall be billed the daily reservation rate(s) plus the usage rate(s) and all applicable surcharges times the quantities actually transported. Releasing Shipper shall be billed the reservation charge(s) and reservation surcharge(s) associated with the released capacity pursuant to its TSA. The Releasing Shipper shall receive a concurrent conditional credit for temporary capacity releases equal to the reservation charge(s) and reservation surcharge(s) due from the Acquiring Shipper less any marketing fee, if applicable. As a part of the marketing fee, Transporter and the Releasing Shipper may agree to a different crediting amount. This bill shall include an itemization of credits and adjustments associated with each Acquired Capacity Agreement. Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 9.15.

An Acquiring Shipper who re-releases acquired capacity shall pay to Transporter a marketing fee, if applicable. If an Acquiring Shipper does not make payment to Transporter of the reservation charge(s) and reservation surcharge(s) due as set forth in Section 12 of the GT&C, Transporter shall notify the Releasing Shipper of the amount due, including all applicable late charges authorized by Section 12.4 of the GT&C, and such amount shall be paid by the Releasing Shipper. In addition, Releasing Shipper may terminate the release of capacity to an Acquiring Shipper if such Shipper fails to pay the entire amount of any bill for gas delivered under the executed Acquired Capacity Agreement when such amount is due, in accordance with said Section 12.4. Once terminated, capacity and all applicable charges shall revert to the Releasing Shipper. Unless the Acquiring Shipper provides documentation specifying otherwise, all payments received from an Acquiring Shipper shall first be applied to the reservation charge(s) due for transportation service and then to any reservation surcharges(s), including late charges related solely to such reservation charge(s), then to any penalty due, then to usage charges, and last to late charges not related to any reservation charge(s) due.
9.17 Nominations, Scheduling and Recalls - An Acquiring Shipper shall nominate and Transporter shall schedule Natural Gas for transportation service hereunder directly with Transporter in accordance with the applicable procedures set forth in this Volume No. 1A Tariff.

(a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)

(1) Timely Recall Notification:
   (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely Nominations are due;

   (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely Nominations are due;

(2) Early Evening Recall Notification:
   (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening Nominations are due;

   (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening Nominations are due;

(3) Evening Recall Notification:
   (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening Nominations are due;

   (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:
   (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;

   (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due;
9.17 Nominations, Scheduling and Recalls

(a) (continued)

(5) Intraday 2 Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the Day that Intraday 2 Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the Day that Intraday 2 Nominations are due;

(6) Intraday 3 Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the Day that Intraday 3 Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the Day that Intraday 3 Nominations are due.

(b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ Standard 5.3.45)

(c) Releasing Shipper's notice of recall and reput must be submitted using Transporter's on-line capacity release system.

(d) The recall notice must detail receipt and delivery point(s) and quantities being recalled. The notification shall also state the length of the recall period and the conditions of any reput rights of the Releasing Shipper and reput obligations of the Acquiring Shipper as may have been negotiated at the time of the release (see GT&C Section 9.3(d)).
9.17 Nominations, Scheduling and Recalls (continued)

(e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics. (NAESB WGQ Standard 5.3.56)

(f) Releasing Shipper, when returning recalled capacity to the Acquiring Shipper(s), shall give Transporter and such Acquiring Shipper(s) notice of its intent to reput the capacity back to the Acquiring Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day (NAESB WGQ Standard 5.3.54). When capacity is recalled, it may not be reput for the same Gas Day (NAESB WGQ Standard 5.3.53).

(g) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

9.18 Qualification for Participation in the Capacity Release Program - Any Shipper wishing to become a Bidding Shipper, or a potential Pre-Arranged Shipper, must satisfy the creditworthiness requirements of Transporter's transportation tariff by pre-qualifying prior to submitting a bid for capacity or prior to becoming a party to a pre-arranged release. Once a Shipper becomes an Acquiring Shipper, such Shipper can be subject to a periodic credit review with respect to its eligibility to make additional bids on other offers of released capacity. A Shipper cannot bid for services which exceed its qualified level of creditworthiness. Notwithstanding such qualification to participate in the open season, Transporter does not guarantee the payment of any outstanding amounts by an Acquiring Shipper.

9.19 Compliance by Acquiring Shipper - By acquiring released capacity, an Acquiring Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations, including Part 284 thereof. Such Acquiring Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Volume No. 1A Tariff, as well as the terms and conditions of the Acquired Capacity Agreement. End user lists shall not be required.
9.20 Obligations of Releasing Shipper - Except as provided for in Section 9.10(c), the Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) and reservation surcharge(s) associated with the released capacity up to the maximum reservation charge(s) and reservation surcharge(s) specified in such Releasing Shipper's TSA or Acquired Capacity Agreement. However, if the original TSA involves a negotiated rate agreement that exceeds the maximum reservation rate, the Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) and reservation surcharge(s) associated with the released capacity up to the original negotiated rate. Re-releases by any Acquiring Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.

9.21 Flexible Receipt and Delivery Point(s)

(a) Shipper(s) using Acquired Capacity Agreements may utilize Receipt and/or Delivery Points not provided for in the Acquired Capacity Agreement pursuant to the provisions of Section 8.1(f) which is incorporated herein.

(b) Should the Releasing Shipper expressly permit the Acquiring Shipper to re-designate the primary receipt and/or delivery points specified in the notice to release capacity, then the Acquiring Shipper may designate any primary receipt and/or delivery points and related Flow Path within the same zone or another zone subject to Section 8.1(g)(iii) of this Tariff, to the extent that capacity is available on such Flow Path and at such point(s). Shippers using Acquired Capacity Agreements requesting re-designation of primary receipt or delivery points should follow the procedures contained in Section 8.1(f)(iii). However, if an Acquiring Shipper has contracted for a temporary capacity release (i.e., less than three Months), the Acquiring Shipper may submit a request to re-designate to a new primary point and the Releasing Shipper may simultaneously submit a request to re-designate back to the original primary point at the end of the capacity release, subject to the other requirements of Section 8.1(f)(iii).

(c) Both Releasing and Acquiring Shippers may use Flow Point Secondary, Flow Path Secondary and Alternate Capacity. However, the combined nominations of such Shippers on any Segment are limited to the TCD of the released agreement.

9.22 Refunds - In the event that the Commission orders refunds of any rates charged by Transporter, Transporter shall flow-through refunds to any Acquiring Shipper to the extent that such Shipper has paid a rate in excess of Transporter's just and reasonable, applicable maximum rates. For releases that become effective on or after July 30, 2008, the rate paid by an Acquiring Shipper in any capacity release transaction with a term of one Year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.
9.23 Right to Terminate a Temporary Capacity Release

(a) Using the notice procedures of Section 12.5 of the GT&C, Transporter may elect to terminate an Acquired Capacity Agreement upon 30 Days written notice to the Acquiring Shipper, and to FERC, under the following conditions.

1. Transporter has or will terminate the Releasing Shipper's service pursuant to: (i) the Termination of Service provisions of Section 12.5 of the GT&C, or (ii) the creditworthiness requirements of this Tariff; and

2. The rate stated in the Acquired Capacity Agreement is less than the rate for service under the TSA with the Releasing Shipper.

(b) A creditworthy Acquiring Shipper may continue an existing Acquired Capacity Agreement by notifying Transporter prior to the end of the 30-Day notice period that it agrees to pay a rate that is the lesser of:

1. the applicable maximum rate; or
2. the same rate as is in the TSA between Transporter and the Releasing Shipper; or
3. a mutually agreed upon rate.
10. IMBALANCE MANAGEMENT

For purposes of this section, an imbalance is the difference between the scheduled quantity and the quantity measured at the Receipt and/or Delivery Points.

10.1 Imbalance Administration

(a) Transporter shall, to the extent practicable, deliver quantities for Shipper's account concurrently with the receipt of receipt quantities.

(b) It shall be Shipper's responsibility, whether or not delegated to another party, to cause gas to be delivered to Transporter as scheduled at the Receipt Point(s) and cause gas to be taken from Transporter at the Delivery Point(s) in accordance with the applicable scheduled nominations. Recognizing reasonable operational variations, Shipper shall attempt to conform quantities to be received and delivered with those scheduled and confirmed for each nomination cycle.

(c) Third Party Imbalance Management Services - Transporter shall accommodate third-party imbalance management services on a non-discriminatory basis as long as those services comply with applicable NAESB WGQ Standards and do not adversely impact system operations. Criteria for third-party services will include compliance with NAESB WGQ nomination and confirmation time lines, and meeting Transporter's credit requirements appropriate for the quantity of Shipper imbalance gas for which such third party may be responsible.

(d) Imbalances with Other Parties - Transporter shall not be responsible for eliminating any imbalances between Shipper and any third party, including imbalances between local distribution companies and/or specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.

(e) Persistent system constraints as referred to in this Section 10 will be identified by posting on Transporter's EBB.

10.2 Imbalance Resolution

(a) Transporter shall determine the cumulative daily imbalance quantity applicable to each TSA through the last Day of the Month to identify the TSA's end-of-month imbalance.

(b) Shippers shall have the opportunity to reduce any end-of-month imbalance pursuant to the imbalance resolution procedures described in this Section 10.2 and Section 10.3. Any adjustments to an end-of-month imbalance must have the effect of reducing the amount of such imbalance. The application of any reductions shall determine a final end-of-month imbalance for each TSA.
10.2 Imbalance Resolution (continued)

(c) The monthly imbalance resolution tools described in this Section 10.2 and Section 10.3 will be applied by Transporter in the following order:

(i) Physical imbalance make-ups and paybacks, as described in Section 10.2(d), nominated and scheduled during Month 1 to reduce Month 1 imbalances.

(ii) Physical imbalance make-ups and paybacks, as described in Section 10.2(d), nominated and scheduled through the first five Business Days following monthly invoice date and directed by Shipper to reduce a Month 1 imbalance.

(iii) Month 1 imbalance transfers, described in Section 10.2(e) below.

(iv) A TSA's end-of-month imbalances transferred between Month 1, Month 2 and Month 3 as described in Section 10.2(e).

(v) Netting, as described in Section 10.2(e), a Shipper's Month 1, Month 2, and Month 3 imbalances among all its TSAs.

(vi) Imbalance trades, as described in Section 10.2(f), applicable to Month 1 imbalances accomplished no later than the fifth Business Day following monthly invoice date.

(vii) Cash out, pursuant to Section 10.3 below, of end-of-month Month 1 imbalances remaining after the application of the imbalance management services listed in Section 10.2(c)(i) through Section 10.2(c)(vi) above that exceed the applicable threshold.

(viii) Physical imbalance make-ups and paybacks, described in Section 10.2(d) below, nominated and scheduled after the fifth Business Day following monthly invoice date and directed by the Shipper to reduce any remaining end-of-month Month 1 imbalance.

(ix) Imbalance trades, described in Section 10.2(f) below, effectuated after the fifth Business Day following monthly invoice date and directed by the Shipper to reduce any remaining end-of-month Month 1 imbalance.

(x) Cash out, pursuant to Section 10.3 below, of any end-of-month Month 1 imbalance remaining at the conclusion of Month 2 after the application of the imbalance management services listed in Section 10.2(c)(viii) and Section 10.2(c)(ix) above that exceed the applicable threshold.
10.2 Imbalance Resolution
   (c) (continued)

   (xi) Physical imbalance make-ups and paybacks, described in Section 10.2(d) below, nominated and scheduled during Month 3 and directed by the Shipper to reduce any remaining end-of-month Month 1 or Month 2 imbalance.

   (xii) Imbalance trades, described in Section 10.2(f) below, occurring during Month 3 and directed by the Shipper to reduce any remaining end-of-month Month 1 or Month 2 imbalance.

   (xiii) Cash out, pursuant to Section 10.3 below, of any end-of-month Month 1 imbalance remaining at the conclusion of Month 3 after the application of the imbalance management services listed in Section 10.2(c)(xi) and Section 10.2(c)(xii) above that exceeds the applicable threshold.

   (d) Shippers may submit separate imbalance make-up or payback nominations to resolve end-of-month imbalances.

   (i) Make-up or payback nominations must be designated as a make-up/payback nomination and, if requested by Shipper, specify the end-of-month imbalance to which the make-up/payback applies.

   (ii) Make-up or payback nominations may be submitted during Month 1 and through the first five Business Days following monthly invoice date to resolve a Month 1 imbalance.

   (iii) Make-up or payback nominations may be submitted during the two Months following the incurrence of a Month 1 imbalance.

   (iv) Unless Shipper specifies otherwise, make-up or payback quantities will be first applied to any Month 1 imbalance. Any remaining quantities, or if the Month 1 imbalance is zero, will be applied to previous imbalances based on a "last in - first out" methodology.

   (v) Subsequent to the conclusion of the make-up and payback nomination period, any remaining imbalance quantities shall be subject to cash out, pursuant to Section 10.3, in the second Month following the Month in which the imbalance occurred.
10.2 Imbalance Resolution (continued)

(e) Monthly Imbalance Transfers - Unless otherwise agreed, at the end of each Month, Transporter shall review each Shipper's TSAs and transfer imbalances among such TSAs to provide the Shipper with the lowest possible imbalance quantity on all TSAs. A Shipper's imbalances may be netted among its contracts, if the netting does not serve to effectuate transportation across persistent system capacity constraints. Transporter will first transfer imbalances among a Shipper's TSAs under the same rate schedule. Thereafter, Transporter will transfer imbalances among that Shipper's TSAs under all rate schedules. No imbalance under any TSA will be increased as the result of a transfer. In each category, and to the extent possible, larger imbalances shall be transferred first. Imbalance Transfers will occur in the following order:

(i) A Shipper's Month 1 end-of-month TSA imbalances will be automatically netted.

(ii) A Shipper's Month 1 end-of-month imbalance will be automatically netted against any outstanding Small Quantity Imbalance, as described in Section 10.3(a)(iii).

(iii) A TSA's Month 2 end-of-month imbalance will be automatically netted against the TSA's Month 1 imbalance.

(iv) A TSA's Month 3 end-of-month imbalance will be automatically netted against the TSA's Month 1 imbalance.

(v) A Shipper's Month 2 end-of-month imbalance will be automatically netted against the Shipper's Month 1 imbalances, if any.

(vi) A Shipper's Month 3 end-of-month imbalance will be automatically netted against the Shipper's Month 2 imbalances, if any.

(f) Imbalance Trades - The term "imbalance trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the total amount of outstanding imbalances of the parties. Transporter shall effect an election to trade imbalances as posted and verified electronically. Imbalance trades shall be based on a TSA's end-of-month imbalance.

(i) Shipper imbalances may be traded with other Shippers' imbalances if the trade does not serve to effectuate transportation across persistent system capacity constraints. Prior to the fifth Business Day following monthly invoice date, Shipper must notify Transporter of any trades to be applied to a prior Month's imbalances. Subsequent to Transporter's issuance of invoices, Shippers may post imbalances for trade for up to five Business
10.2 Imbalance Resolution

(f) (i) (continued)

Days after monthly invoice date. At the conclusion of the above five Business Days, Shipper's imbalances shall be adjusted for the trades effectuated pursuant to this Section 10.2(f)(i). Any remaining imbalance quantities shall be subject to cash out, pursuant to Section 10.3, in the second Month following the Month in which the imbalance occurred.

(ii) Unless Shipper specifies otherwise, imbalance trades will be applied in the following order:

(A) to a Month 1 end-of-month imbalance;
(B) to any outstanding Small Quantity Imbalance, as described in Section 10.3(a)(iii);
(C) to a Month 2 end-of-month imbalance;
(D) to a Month 3 end-of-month imbalance;

(iii) A Shipper, acting without assistance of Transporter, may negotiate an imbalance trade arrangement with another Shipper.

(iv) Upon Shipper's designation, Transporter shall post on its EBB the Shipper's contact name(s), phone number(s), quantity, and direction of net imbalances available to be traded.

(v) Only trades which have the effect of reducing outstanding imbalances owed to or from Transporter are permitted (i.e., the maximum quantity which may be traded is the smaller of the excess or shortfall under the Shipper's end-of-month imbalance affected by the trade).

(vi) If a Shipper's imbalance is less than the amount it has agreed to trade with another Shipper, the Shipper will only be credited for the actual amount of the imbalance.

(vii) Transporter shall permit trade arrangements at no additional cost to the Shippers.

(g) DP Operators who have entered into operational balancing agreements ("OBAs") with Transporter that include the same cash out and Strained/Critical Operating Condition provisions as detailed in Sections 10 and 11.1 will be able to make use of the imbalance resolution opportunities, i.e. trading and physical make-up/paybacks, described in Sections 10.2(d) and 10.2(f). Such DP Operators do not include Operators of Delivery Points where Transporter is required to have an OBA, i.e., interstate pipelines and applicable intrastate pipelines or foreign pipelines that are the functional equivalent of an interstate or intrastate pipeline.
10.2 Imbalance Resolution (continued)

(h) Prior Period Measurement Adjustment(s) ("PPMA")

(i) In the event a PPMA decreases a Shipper's current monthly imbalance, the PPMA shall be applied in the current Month.

(ii) In the event a PPMA increases a Shipper's current monthly imbalance, the PPMA shall be applied in the Month following the Month in which the PPMA was made. Should an imbalance greater than five percent (5%) remain in the next Month (i.e., the Month following the Month in which the PPMA was made), Section 10.3(d) shall not be applicable to the PPMA imbalance-related quantities. In this event, PPMA imbalance-related quantities shall be cashed out at one hundred percent (100%) of the applicable Cash Out Index Price.

10.3 Cash Out - All monthly imbalances shall be subject to the following cash out provisions. Such cash out shall be accomplished using the relevant Monthly Cash Out Index Price pursuant to Section 10.3(b), provided, however, that for purposes of cash out, monthly imbalances associated with PPMAs shall be deemed to have occurred consistent with Section 10.2(h).

(a) Determination of Cash Out Quantities - The term "cash out" shall refer to the valuation of an imbalance at a market-related price pursuant to the requirements of this section. Application of the cash out process will result in a monetary value due to the Shipper or Transporter which will result in reduction of the imbalance to the applicable threshold level.

(i) Transporter and Shipper shall cash out that portion of an imbalance that exceeds the thresholds described in Sections 10.3(a)(ii) and 10.3(a)(iii) by applying the applicable Cash Out Index Price to the imbalance quantity in excess of the threshold quantity. Any remaining end-of-month imbalance will be carried forward to be resolved in future Months as described in Sections 10.2 and 10.3.

(ii) The monthly threshold will be calculated by multiplying the Shipper's aggregate scheduled quantity in the applicable Month by the following percentages:

- (A) The Month 1 threshold shall be 5%.
- (B) The Month 2 threshold shall be 3%.
- (C) The Month 3 threshold shall be 0%.
10.3 Cash Out

(a) (continued)

(iii) Small Quantity Monthly Imbalance: The cash out thresholds described in Section 10.3(a)(ii) will not apply to any TSA with an end-of-month imbalance less than 2,000 dth, unless the Shipper specifies otherwise. However, each January, Transporter will cash out any monthly Small Quantity Imbalances accrued during the 12 Months ended the previous November that were not resolved by the imbalance resolution methods described in Section 10.2. The cash out will be priced at 100% of the previous December System Cash Out Index price described in Section 10.3(c)(iv).

(iv) Shippers may elect to cash out an imbalance at any time. Shipper must notify Transporter of any such election before the end of the last Business Day of the Month for the quantities to be cashed out in accordance with Section 10.3(a)(ii).

(b) Determination of Cash Out Liabilities - For cash out purposes monthly imbalances will be valued at the applicable Cash Out Index Price determined in Section 10.3(c).

(i) Monthly imbalances that are less than or equal to an absolute value of 2% of scheduled quantities shall be valued at the simple average of the applicable Monthly Cash Out Index Price(s) for the Month the imbalance was incurred and the Month the imbalance is cashed out.

(ii) Monthly imbalances that are greater than an absolute value of 2% of scheduled quantities that are due:

(A) Transporter shall be valued at the higher of the Monthly Cash Out Index Price for the Month the imbalance was incurred or the Monthly Cash Out Index Price for the Month the imbalance is cashed out.

(B) Shipper shall be valued at the lower of the Monthly Cash Out Index Price for the Month the imbalance was incurred or the Monthly Cash Out Index Price for the Month the imbalance is cashed out.

(c) Cash out shall be based on the monthly determination of three calculated price indices (i.e. Monthly San Juan, Monthly Permian and Monthly System), depending on whether Shipper has one or more supply basins included in its TSA and whether Shipper has elected the extended Month 1 cash out. A single monthly price index calculated only for a specific supply basin will be used if Shipper has only that one supply basin in its TSA. If Shipper has only the Anadarko supply basin in its TSA, then the Permian Basin Index Prices will be used. System Cash Out Index Prices calculated for all supply basins will be used if Shipper has more than one supply basin in its TSA.
10.3 Cash Out
(c) (continued)

(i) The Monthly Permian Basin Cash Out Index Price shall be determined by using the simple average of the daily mid-point prices reported as delivered to El Paso's System at West Texas, Permian or Waha from the publication identified in Section 10.3(c)(v). The Monthly Permian Basin Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(ii) The Monthly San Juan Basin Cash Out Index Price shall be determined by using the simple average of the daily mid-point prices reported as delivered to El Paso's System at Ignacio, San Juan, or New Mexico from the publication identified in Section 10.3(c)(v). The Monthly San Juan Basin Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(iii) The Monthly California Border Cash Out Index Price shall be determined by using the "SoCal Border Avg." from the publication identified in Section 10.3(c)(v). The Monthly California Border Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(iv) The Monthly System Cash Out Index Price shall be computed by using the weighted average of the Monthly Permian Basin Index Price, the Monthly San Juan Basin Index Price, and the Monthly California Border Cash Out Index Price. The weighting is based on the quantities entering El Paso's System in each Production Area and scheduled as a California receipt during the previous quarter and will be updated quarterly.

(v) The trade publication referenced above is Natural Gas Intelligence Daily Gas Price Index (Cash Market Prices).
10.3 Cash Out
(c) (continued)
(vi) No later than the 15th Day of each Month, Transporter will report on its EBB the final Cash Out Index Prices applicable to the previous business Month. In the event the publication ceases publication or to the extent the publication fails to report the applicable spot prices, then Transporter may substitute prices reported in a similar independent publication. If there is a permanent change in a publication, Transporter will file to revise its Tariff to identify a new publication within 60 Days of the change. Changes in the name, format or other method of reporting by the publication in Section 10.3(c)(v) above that do not materially affect the content shall not affect its use hereunder.

(d) Except as provided for in Section 10.3(a)(ii), the end-of-month imbalances shall be cashed out based on the percentage of scheduled quantity provided below as adjusted by Section 10.3(b). End-of-month imbalance percentages shall be calculated based on scheduled quantities as described in Section 10.3(d)(xiii).

(i) For any TSA with an end-of-month imbalance up to and including +2%, the quantity will be invoiced at 100% of the applicable Cash Out Index Price;

(ii) For any TSA with an end-of-month imbalance greater than +2% but less than or equal to +5%, the quantity in excess of +2% will be invoiced at 100% of the applicable Cash Out Index Price;

(iii) For any TSA with an end-of-month imbalance greater than +5% but less than or equal to +10%, the quantity in excess of +5% will be invoiced at 110% of the applicable Cash Out Index Price;

(iv) For any TSA with an end-of-month imbalance greater than +10% but less than or equal to +15%, the quantity in excess of +10% will be invoiced at 120% of the applicable Cash Out Index Price;

(v) For any TSA with an end-of-month imbalance greater than +15% but less than or equal to +20%, the quantity in excess of +15% will be invoiced at 130% of the applicable Cash Out Index Price;

(vi) For any TSA with an end-of-month imbalance greater than +20%, the quantity in excess of +20% will be invoiced at 140% of the applicable Cash Out Index Price.
10.3 Cash Out (continued)

(d) For any TSA with an end-of-month imbalance up to and including -2%, the quantity will be purchased by Transporter at 100% of the applicable Cash Out Index Price;

(vii) For any TSA with an end-of-month imbalance greater than -2% but less than or equal to -5%, the quantity in excess of -2% will be purchased at 100% of the applicable Cash Out Index Price;

(viii) For any TSA with an end-of-month imbalance greater than -5% but less than or equal to -10%, the quantity in excess of -5% will be purchased at 90% of the applicable Cash Out Index Price;

(ix) For any TSA with an end-of-month imbalance greater than -10% but less than or equal to -15%, the quantity in excess of -10% will be purchased at 80% of the applicable Cash Out Index Price;

(x) For any TSA with an end-of-month imbalance greater than -15% but less than or equal to -20%, the quantity in excess of -15% will be purchased at 70% of the applicable Cash Out Index Price;

(xi) For any TSA with an end-of-month imbalance greater than -20%, the quantity in excess of -20% will be purchased at 60% of the applicable Cash Out Index Price.

(xii) For any TSA with an end-of-month imbalance greater than -20%, the quantity in excess of -20% will be purchased at 50% of the applicable Cash Out Index Price.

(xiii) Transporter shall calculate the percentage for end-of-month imbalances as follows, unless the allocation of delivery/receipt quantities is governed by an OBA, in which case the OBA shall apply:

(A) For Pro Rata Points (imbalance allocated pro rata to all contracts with scheduled quantities at the specified Delivery or Receipt Point), the imbalance percentage shall equal the imbalance allocated to each individual contract divided by the scheduled quantities for such contract;

(B) For NAESB Swing Points (entire imbalance allocated to a designated "swing contract"), the imbalance percentage shall equal the imbalance divided by the total scheduled quantities for all contracts for all Shippers at the specified Delivery or Receipt Point; and
10.3 Cash Out
(d) (xiii) (continued)

(C) Should an agreement be allocated an imbalance at a Pro Rata Receipt Point and at a NAESB Swing Receipt Point, the imbalance percentage shall equal the total imbalance of the agreement divided by the sum of the scheduled quantities for the agreement at the Pro Rata Receipt Point and the scheduled quantities for all agreements at the NAESB Swing Receipt Point.

(D) Should a contract be allocated an imbalance at a Pro Rata Delivery Point and at a NAESB Swing Delivery Point, the imbalance percentage shall equal the total imbalance of the contract divided by the sum of the scheduled quantities for the contract at the Pro Rata Delivery Point and the scheduled quantities for all contracts at the NAESB Swing Delivery Point.

(e) Unless otherwise accounted for in Transporter's fuel mechanism pursuant to Section 13, total cash out revenues received that are in excess of Transporter's gas costs during a calendar year pursuant to the operation of this section shall be credited to Transporter's firm and interruptible transportation Shippers on a pro rata basis based on the total transportation revenues paid by each Shipper.

(i) If Transporter buys gas quantities to maintain system linepack as a result of the cash out of imbalances owed to Transporter, the difference between the cost of gas based on the Monthly Cash Out Index Price (i) when the cash-outs occurred and (ii) when Transporter bought gas to maintain linepack shall be included in the determination of the gas costs described in Section 10.3(e).

(ii) The credit, if any, shall be made not later than the March accounting Month following the applicable calendar year end.

(iii) Interest shall be accrued at rates set pursuant to 18 C.F.R. Section 154.501(d)(1).

(iv) Gas costs exceeding total cash out revenues received during a calendar year shall be transferred to the next calendar year for offset against future cash out revenues.

10.4 Maintenance of System Integrity. Nothing in this Tariff limits Transporter's right to take action that may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system, including maintenance of service to higher-priority Shippers.
10.5 Allocation of Delivery Quantities

The allocation of delivery quantities shall be governed by the pre-determined allocation methods ("PDAs") set forth in this Section 10.5 or by an applicable operational balancing agreement ("OBA").

(a) A DP Operator may elect from one of the PDA methods described in Section 10.5(b) for the allocation of delivery quantities.

(i) Except as provided below, a DP Operator's election of a PDA method must be received no later than the last Business Day of the Month preceding the effective Month and shall remain in effect until changed by the DP Operator for the first Day of a subsequent Month. DP Operator's election shall be effective for a time period no less than one Month and shall be posted on Transporter's EBB.

(A) If all affected parties consent in writing or via email, a DP Operator can change its PDA method during the effective Month to apply retroactively to the first Day of such Month. Transporter shall determine and notify all parties which are affected by such a change.

(ii) Pursuant to the applicable PDA method stated in Section 10.5(b) below, if measured gas flow at a Delivery Point is recorded and no scheduling has occurred, the metered quantities will be recorded on a designated default TSA elected by the DP Operator. If such default agreement does not belong to the DP Operator, the Shipper whose TSA is elected as the default TSA must authorize such TSA to be used prior to the last Business Day of the Month preceding the effective Month and such election shall remain in place until changed by the Shipper or DP Operator for the first Day of the subsequent Month.

(iii) Absent the DP Operator electing the Swing method pursuant to Section 10.5(b)(ii), quantities at a Delivery Point shall be allocated pro rata based on scheduled quantities as described in Section 10.5(b)(i) below. (NAESB Standard 2.3.18)

(b) PDA Methods for the Allocation of Delivery Point Quantities.

(i) Pro Rata (NAESB Standard 2.3.16) - For each Gas Day, the difference between daily quantities measured and scheduled plus any no-notice quantities, if applicable, for all TSAs under which gas is delivered at a Delivery Point will be allocated on a pro rata basis to each TSA scheduled to that Delivery Point. In addition, the related hourly components will be included in this Pro Rata allocation process. The Pro Rata allocation will be determined by dividing each TSA's scheduled quantities by the total of all scheduled quantities to the Delivery Point.
10.5 Allocation of Delivery Quantities

(b) (i) (continued)

(A) This method shall be calculated by taking the total quantities to be allocated and multiplying such quantities by the ratio established from taking each individual scheduled line item and dividing it by the total of all scheduled line items applicable to the quantities to be allocated.

(B) Transporter shall allocate pro rata among all contracts under which gas is scheduled to a Delivery Point all end-of-month imbalances with respect to scheduled quantities at the Delivery Point and calculate the percentage for such imbalances pursuant to Section 10.3(d)(xiii)(a).

(ii) Swing (NAESB Standard 2.3.16) - For each Gas Day, each TSA scheduled at a Delivery Point will be allocated gas quantities at such Delivery Point equal to the scheduled quantities (plus any no-notice quantities, if applicable) under the TSA. Additionally, the TSA identified as the "Swing TSA" for each Delivery Point will be allocated the difference between 1) the sum of the total daily quantities measured and 2) the total daily quantities scheduled plus any no-notice quantities, if applicable, at the Delivery Point under all rate schedules. Hourly quantities measured in excess of Hourly Scheduled Entitlements for all TSAs under which gas is delivered at a Delivery Point will also be allocated to the Swing TSA.

(A) Any TSA for service under Rate Schedules IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD or NNTH may be designated by the DP Operator at a Delivery Point as the Swing TSA.

(B) Daily and hourly gas quantities will be allocated to the Swing TSA in accordance with this Section 10.5(b)(ii) regardless of whether any quantities are scheduled under the Swing TSA.

(C) (1) For purposes of the SOC and COC penalty provisions in Critical Conditions under Section 11.1, for each Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Delivery Point (which tolerance quantities along with the sum of all daily scheduled quantities, not including HEEN scheduled quantities, plus any no-notice quantities, if applicable, shall not be subject to SOC/COC penalties), shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total daily scheduled quantities plus any no-notice quantities, if applicable, under all TSAs under which gas is delivered at the Delivery Point, or 2) 2,000 dth.
10.5 Allocation of Delivery Quantities
(b) (ii) (C) (continued)

(2) For purposes of the hourly scheduling penalty provisions in Critical and non-Critical Conditions under Section 14.1, for each hour of the Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Delivery Point (which tolerance quantities along with the sum of the Hourly Scheduled Entitlements and any Rate Schedule IHSW quantities, if applicable, shall not be subject to hourly scheduling penalties), shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total Hourly Scheduled Entitlements plus any no-notice quantities, if applicable, under all TSAs under which gas is delivered at the Delivery Point, or 2) 100 dth in Critical Conditions and 200 dth in non-Critical Conditions.

(D) The DP Operator may elect to use IHSW service in association with a Swing TSA to cover all TSAs under which gas is delivered at the Delivery Point. The DP Operator's use of IHSW service shall not be restricted to the TSA under which excess quantities were delivered. The IHSW charges shall be billed on only the hourly delivery quantities allocated to the Swing TSA that exceed the Safe Harbor Tolerance Quantities determined in accordance with Section 10.5(b)(ii)(C)(2). In addition, IHSW service shall not be applicable to the aggregate sum of any hourly variation greater than 160% of 1/24th of the daily scheduled quantities for each TSA under which gas is delivered at the Delivery Point.

(E) The Swing TSA Shipper will be invoiced any applicable hourly scheduling penalties, SOC or COC penalties and, if it has identified an IHSW agreement associated with a Swing TSA for all of the TSAs under which gas is delivered at its Delivery Point, all applicable IHSW charges.

(F) Transporter shall allocate to the Swing TSA all end-of-month imbalance with respect to scheduled quantities at the Delivery Point and calculate the percentage for such imbalances pursuant to Section 10.3(d)(xiii)(B).
10.5 Allocation of Delivery Quantities
(b) (continued)
(iii) Daily unauthorized overrun penalties - For purposes of determining daily unauthorized overrun penalties subject to the contract aggregation election as set forth in the applicable firm rate schedule, allocated gas quantities and, separately, contract entitlements will be aggregated for a Shipper with multiple TSAs (inclusive of TSAs of different rate schedules). Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities. Thus, the daily unauthorized overrun penalties will be calculated by Transporter and billed to the Shipper based on the comparison between the sum of all of the Shipper's allocated daily delivered quantities and of its total TCDs under all of the Shipper's firm TSAs. Any quantities that are allocated to one Shipper under either the Pro Rata or Swing method will not be utilized in calculating the quantity of daily unauthorized overrun penalties for any other Shipper.

(c) Operator Sweep - If requested by a DP Operator, Transporter will transfer any hourly scheduling penalty and/or Rate Schedule IHSW charges from a TSA assessed such penalty/charge to the DP Operator for payment responsibility.

(i) An Operator Sweep Account ("OSA") shall be assigned to the DP Operator for the purposes of payment of hourly scheduling penalties and/or Rate Schedule IHSW charges. The DP Operator electing Operator Sweep will have all charges related to hourly scheduling penalties and/or Rate Schedule IHSW charges incurred at its Delivery Points billed to the OSA. The OSA will only be used for accounting, billing and payment purposes. No capacity rights are associated with an OSA. All transportation services will be provided under the applicable TSAs.

(A) The DP Operator shall elect the Delivery Point(s) that will be accounted for in an OSA.

(B) A Delivery Point may not be covered by more than one OSA.

(C) A DP Operator's election of Operator Sweep, shall be made concurrent with its election of a PDA method pursuant to Section 10.5(a) above.

(ii) The DP Operator will pay the penalty transferred to the OSA on a monthly invoice. Such invoice will include for each Delivery Point covered by the OSA: 1) the sum of any hourly scheduling penalties and 2) Rate Schedule IHSW charges.

(iii) The DP Operator must meet the creditworthiness requirements of this Tariff.
10.6 Allocation of Receipt Quantities

The allocation of receipt quantities shall be governed by the pre-determined allocation methods ("PDAs") set forth in this Section 10.6 or by an applicable operational balancing agreement ("OBA").

(a) An RP Operator may elect from one of the PDA methods described in Section 10.6(b) for the allocation of receipt quantities.

(i) Except as provided below, an RP Operator’s election of a PDA method must be received no later than the last Business Day of the Month preceding the effective Month and shall remain in effect until changed by the RP Operator for the first Day of a subsequent Month. RP Operator's election shall be effective for a time period no less than one Month and shall be posted on Transporter's EBB.

(A) If all affected parties consent in writing or via email, an RP Operator can change its PDA method during the effective Month to apply retroactively to the first Day of such Month. Transporter shall determine and notify all parties which are affected by such a change.

(ii) Pursuant to the applicable PDA method stated in Section 10.6(b) below, if measured gas flow at a Receipt Point is recorded and no scheduling has occurred, the metered quantities will be recorded on a designated default TSA elected by the RP Operator. If such default TSA does not belong to the RP Operator, the Shipper whose TSA is elected as the default TSA must authorize such TSA to be used prior to the last Business Day of the Month preceding the effective Month and such election shall remain in place until changed by the Shipper or RP Operator for the first Day of the subsequent Month. If authorization from Shipper is not received by Transporter prior to the last Business Day of the Month preceding the effective Month, then the election will be denied.

(A) In the event RP Operator fails to elect a default TSA or elects a default TSA that belongs to another Shipper and such Shipper does not submit authorization to Transporter or denies election of its TSA, Transporter shall enact the following process should gas flow be measured at the Receipt Point on a Gas Day for which a nomination has not been submitted at such point.

(1) Any quantity received into Transporter’s system shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.
10.6 Allocation of Receipt Quantities
   (a) (continued)
      (iii) Absent the RP Operator electing the Swing method pursuant to Section 10.6(b)(ii), quantities at a Receipt Point shall be allocated pro rata based on scheduled quantities as described in Section 10.6(b)(i) below.

   (b) PDA Methods for the Allocation of Receipt Point Quantities.
      (i) Pro Rata Allocations at a Receipt Point - For each Gas Day, the difference between daily quantities measured and scheduled for all agreements under which gas is received at a Receipt Point will be allocated on a pro rata basis to each agreement scheduling gas from that Receipt Point. The Pro Rata allocation will be determined by dividing each agreement's scheduled quantities by the total of all scheduled quantities from the Receipt Point.

         (A) This method shall be calculated by taking the total quantities to be allocated and multiplying such quantities by the ratio established from taking each individual scheduled line item and dividing it by the total of all scheduled line items applicable to the quantities to be allocated.

         (B) Transporter shall allocate pro rata, among all agreements under which gas is scheduled from a Receipt Point, all end-of-month imbalances with respect to scheduled quantities at the Receipt Point and calculate the percentage for such imbalances pursuant to Section 10.3(d).

      (ii) Swing Allocations at a Receipt Point - For each Gas Day, each agreement scheduled at a Receipt Point will be allocated gas quantities from such Receipt Point equal to the scheduled quantities under the agreement. Additionally, the TSA identified as the "Swing TSA" for each Receipt Point will be allocated the difference between 1) the sum of the total daily quantities measured and 2) the total daily quantities scheduled to the Receipt Point under all rate schedules.

         (A) Any TSA for service under Rate Schedules IT-1, FT-1, FT-2, FTH-V or FT-H, may be designated by the RP Operator at a Receipt Point as the Swing TSA.
10.6 Allocation of Receipt Quantities  
(b) (ii) (continued)

(B) Should the RP Operator elect this methodology, the designated Swing TSA Shipper must authorize its TSA to be used no later than the last Business Day of the Month preceding the effective Month. Such election shall remain in place until changed by the Shipper or RP Operator for the first Day of the subsequent Month. If authorization from Shipper is not received by Transporter prior to the last Business Day of the Month preceding the effective Month, then the election will be denied and the provisions of Section 10.6(b)(i) shall apply.

(C) In the event daily gas quantities are not scheduled under the designated Swing TSA at a Receipt Point but gas quantities are scheduled under other TSA(s) at such point, the daily gas quantities will be allocated to the Swing TSA in accordance with this Section 10.6(b)(ii).

(D) Transporter shall allocate to the Swing TSA all end-of-month imbalances with respect to scheduled quantities at the Receipt Point and calculate the percentage for such imbalances pursuant to Section 10.3(d).

(E) For purposes of the SOC and COC penalty provisions in Critical Conditions under Section 11.1, for each Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Receipt Point shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total daily scheduled quantities under all TSAs under which gas is received at the Receipt Point, or 2) 2,000 dth.

(F) The Swing TSA Shipper will be invoiced any applicable SOC or COC penalties.
11. SYSTEM OPERATIONAL PARAMETERS

11.1 Strained and Critical Operating Condition Procedures

Daily Imbalance - For Receipt Points, the "daily imbalance quantity" is the difference between the daily scheduled quantity and the daily quantity measured at the Receipt Point (if such Receipt Point is not covered by an operational balancing agreement) for a Gas Day. For Delivery Points, "daily imbalance quantity" is the difference between the daily scheduled quantity and the daily quantity measured at a Delivery Point (if such Delivery Point is not covered by an operational balancing agreement) for a Gas Day. Any penalties or charges applicable to a daily imbalance quantity will be calculated as described later in this Section 11.1.

(a) A Strained Operating Condition ("SOC") notice may be issued when Transporter, using its reasonable judgment, determines operating conditions exist where its pipeline system integrity is threatened and/or service to other Shippers and/or Operators may be adversely affected, and minor variations in receipt and delivery quantities from scheduled levels can not be accommodated. Transporter will determine whether it will issue an SOC based on the operating status of the pipeline system using the following criteria: weather forecast, system conditions-linepack, projected pressures at monitored locations, facility status-horsepower utilization and availability, and Transporter's operational judgment. Examples of operating conditions which may result in a declaration of an SOC include: (1) when a system outage occurs; (2) when extreme weather conditions develop; (3) when linepack exceeds (above or below) operational tolerances; (4) when injections or withdrawals cause Washington Ranch to reach its maximum daily capabilities; or (5) an Operator has demonstrated a consistent pattern of flowing quantities that do not reasonably match scheduled quantities.

(i) Transporter's website will contain a notice identifying the probability of an SOC declaration. The posting will be reviewed each nomination cycle and updated, as applicable. Probability notices will not be posted during an SOC event.

(A) Should the hourly average for any hour of the Gas Day for total system linepack fall below 7200 MMcf, a high probability condition will be triggered. Notification of the high probability for a system-wide SOC declaration will be automatically posted.

(ii) Without limitation of Transporter's exercise of its reasonable judgment to determine whether and the extent to which it will issue an SOC at any time, Transporter will either declare an SOC under the following circumstances or, if in the exercise of Transporter's reasonable judgment it does not declare an SOC under any of these circumstances, Transporter shall explain its reasons for not issuing an SOC by EBB posting within the next Business Day.
11.1 Strained and Critical Operating Condition Procedures

(ii) (continued)

(A) when the average of six consecutive hours of the Gas Day for total system linepack falls below 7000 MMcf and Washington Ranch is on maximum (operationally) available withdrawal;

(B) when the average of six consecutive hours of the Gas Day for total system linepack exceeds 7900 MMcf and Washington Ranch is on maximum (operationally) available injection.

(iii) An SOC will be declared for a specific Shipper(s) and/or a specific location(s) if they can be identified, and a specific direction (i.e., Pack or Draft). If a specific shipper or location SOC is not appropriate, the SOC will be declared for the North System, the South System, or the entire system. Such notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(iv) Notification of an SOC declaration shall include identification of linepack status and whether the SOC is a Pack SOC or a Draft SOC.

(A) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. undertakes from Transporter at a Delivery Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. overtakes from Transporter at a Delivery Point(s)).

(B) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. overdelivery into Transporter at a Receipt Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. underdelivery into Transporter at a Receipt Point(s)).

(v) When conditions threaten the operational integrity of the system, Transporter shall use reasonable efforts to resolve the situation causing the operational distress prior to declaring an SOC. Depending on the circumstances, Transporter may use any one or more of the following operational remedies:

(A) attempting to contact customers that are currently out of daily balance to coordinate adjustments to their scheduled quantities and actual flows;

(B) injecting or withdrawing from Washington Ranch, as permitted by operational limitations, to bring linepack into acceptable levels; and/or
11.1 Strained and Critical Operating Condition Procedures

(a) (v) (continued)

(C) operationally offsetting, to the extent possible, packs and drafts on the critical areas of Transporter's system to minimize impact on customers.

(vi) Transporter must declare an SOC before 12:00 p.m. (Mountain Clock Time) for such SOC to apply to the current Gas Day. Should Transporter declare an SOC after 12:00 p.m. (Mountain Clock Time), such SOC shall apply to the next Gas Day.

(vii) An SOC will remain in effect until Transporter, in its reasonable judgment, determines that such operating conditions no longer exist and notifies its Shippers that it is lifting the SOC or that a Critical Operating Condition has been declared. Such notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(viii) When an SOC is in effect, Shipper(s) or Operator(s) in the SOC area are required to reduce daily imbalances at each scheduled Receipt Point or Delivery Point to the threshold level designated in Transporter's Notice of SOC. The threshold level will be determined solely by the operational judgment of Transporter based on the severity of the conditions necessitating the SOC.

(A) SOC Threshold

1. The SOC threshold can range from 4% to 10% of scheduled quantities at the scheduled Delivery Point or 2,000 dth, whichever is greater.

2. The SOC threshold can range from 4% to 10% of scheduled quantities at the scheduled Receipt Point or 2,000 dth, whichever is greater.

(B) For purposes of determining daily unauthorized overrun penalties, a Shipper's daily Safe Harbor Tolerance Quantities shall equal the greater of the posted SOC Safe Harbor Tolerance Percentage, pursuant to Section 11.1(e), multiplied by the TCD or 2,000 dth per Day. Such posted Safe Harbor Tolerance Percentage shall not be less than 4% or greater than 7%.
11.1 Strained and Critical Operating Condition Procedures
(a) (viii) (continued)

(C) For purposes of determining hourly scheduling penalties, a Shipper's hourly Safe Harbor Tolerance Quantities shall equal the greater of the posted SOC Safe Harbor Tolerance Percentage, pursuant to Section 11.1(e), multiplied by the Shipper's Hourly Scheduled Entitlement (plus any no-notice quantities, if applicable) or 100 dth per hour. Such posted Safe Harbor Tolerance Percentage shall not be less than 4% or greater than 10% and will be applicable to the specified SOC area pursuant to this Section 11.1(a).

(ix) During an SOC, an SOC Daily Imbalance Charge will be assessed to any Shipper in the SOC area whose daily imbalance quantity exceeds the threshold level stated in the Notice of SOC, unless reduced or eliminated pursuant to the provisions of Sections 11.1(a)(x), 11.1(a)(xi) or 11.1(a)(xii). Such charge will be determined by multiplying the daily imbalance quantity by the Critical Condition Rate, pursuant to Section 1.10A of the GT&C and the Statement of Rates. The calculation of the quantities not subject to penalty will be consistent with Section 10.5(b)(ii)(C)(1) and Section 10.6(b)(ii)(E) if the Shipper has elected the NAESB Swing method.

(A) Pursuant to the Statement of Rates, the SOC Daily Imbalance Rate shall be determined based on the lower of the applicable delivery variance quantity or the delivery variance percentage. The charge assessed shall be determined based on a factor of the Critical Condition rate pursuant to Section 1.10A of the GT&C.

(x) During an SOC, Shippers in an SOC area will have a catch-up nomination opportunity to resolve daily imbalances prior to the assessment of an SOC Daily Imbalance Charge. For each Gas Day ("Day 1") during which an SOC is in effect, Shippers in the SOC area will have the subsequent Gas Day ("Day 2") to reduce the previous Gas Day's daily imbalance to within the stated threshold level. For this nomination opportunity to reduce the otherwise applicable penalty, a Shipper's scheduled quantities, excluding the catch-up nomination(s) in the SOC area, may not cause a subsequent Day daily imbalance that is worse on a percentage basis, in the same direction, than its daily imbalance on the first Day of the SOC event.
11.1 Strained and Critical Operating Condition Procedures

(a) (x) (continued)

(A) Catch-up Nominations: Delivery Points

1. Shippers must submit a separately identified nomination to catch-up the Day 1 daily imbalance.

2. Such nomination must be to the same Delivery Point as the original nomination.

3. Such nomination will not be considered when evaluating a constraint at a Delivery Point.

4. System constraints or supply failures will not excuse Shipper's requirement to balance within the Day 1 threshold level on Day 2.

5. Any of a Shipper's Rate Schedule FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and/or IT-1 TSAs may be used to submit a catch-up nomination.

(B) Catch-up Nominations: Receipt Points

1. Shippers must submit a separately identified nomination to catch-up the Day 1 daily imbalance.

2. Such nomination must be to the same Receipt Point as the original nomination.

3. System constraints or supply failures will not excuse Shipper's requirement to balance within the Day 1 threshold level on Day 2.

4. Any of a Shipper's Rate Schedule FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and/or IT-1 TSAs may be used to submit a catch-up nomination.
11.1 Strained and Critical Operating Condition Procedures

(a) (continued)

(xi) Netting

(A) Transporter will allow a Shipper to net Delivery Point imbalances that occurred during the SOC among the Shipper's various TSAs delivering to the affected SOC area subject to the following conditions:

1. Shipper attempted to resolve such Delivery Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion - Delivery pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the SOC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(B) Transporter will allow a Shipper to net Receipt Point imbalances that occurred during the SOC among the Shipper's various TSAs within the affected SOC area subject to the following conditions:

1. Shipper attempted to resolve such Receipt Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion – Receipt pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the SOC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(xii) Supply Failure

(A) Should a Draft SOC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the SOC declaration, any Shipper that generated a net pack daily imbalance within the declared SOC area and whose actions during the SOC are consistent with the condition described in Section 11.1(a)(xi)(A)(2) will have its Delivery Point imbalances netted within that SOC area for that Day.
11.1 Strained and Critical Operating Condition Procedures
(a) (xii) (continued)

(B) Should a Draft SOC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the SOC declaration, any Shipper that generated a net pack daily imbalance within the declared SOC area and whose actions during the SOC are consistent with the condition described in Section 11.1(a)(xi)(B)(2) will have its Receipt Point imbalances netted within that SOC area for that Day.

(b) If the system condition prompting the declaration of an SOC persists, Transporter, using its reasonable judgment, may declare a Critical Operating Condition ("COC").

(i) A COC will be declared for a specific Shipper(s) and/or a specific location(s) if they can be identified, and a specific direction (i.e., Pack or Draft). If a specific shipper or location COC is not appropriate, the COC will be declared for the North System, the South System, or the entire system. The Notice of COC will be issued using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(ii) Declaration of a COC shall include identification of linepack status and whether the COC is a Pack COC or a Draft COC.

(A) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. undertakes from Transporter at a Delivery Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. overtakes from Transporter at a Delivery Point(s)).

(B) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. overdelivery into Transporter at a Receipt Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. underdelivery into Transporter at a Receipt Point(s)).

(iii) A COC will remain in effect until Transporter, in its reasonable judgment, determines that such operating conditions no longer exist and notifies its Shippers that it is lifting the COC. Such Notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.
11.1 Strained and Critical Operating Condition Procedures
(b) (continued)
(iv) Except as provided in Section 11.1(b)(v), Transporter must declare a COC before 12:00 p.m. (Mountain Clock Time) for such COC to apply to the current Gas Day. Should Transporter declare a COC after 12:00 p.m. (Mountain Clock Time), such COC shall apply to the next Gas Day. If a COC is declared, Shippers in the COC area must be in balance on the first Gas Day for which at least a four hour scheduling opportunity is available.

(v) In the event of an emergency situation where safety or the integrity of the segment, lateral or overall system is at immediate risk, Transporter may invoke a COC immediately without first declaring an SOC ("Emergency COC").

(vi) Netting

(A) Transporter will allow a Shipper to net Delivery Point daily imbalances that occurred during the COC among the Shipper's various TSAs delivering to the affected COC area subject to the following conditions:

1. Shipper attempted to resolve such daily Delivery Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion – Delivery pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the COC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(B) Transporter will allow a Shipper to net Receipt Point daily imbalances that occurred during the COC among the Shipper's various TSAs within the affected COC area subject to the following conditions:

1. Shipper attempted to resolve such daily Receipt Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion – Receipt pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the COC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.
11.1 Strained and Critical Operating Condition Procedures

(b) (continued)

(vii) Supply Failure

(A) Should a Draft COC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the COC declaration, any Shipper that generated a net pack daily imbalance within the declared COC area and whose actions during the COC are consistent with the condition described in Section 11.1(b)(vi)(A)(2) will have its Delivery Point imbalances netted within that COC area for that Day.

(B) Should a Draft COC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the COC declaration, any Shipper that generated a net pack daily imbalance within the declared COC area and whose actions during the COC are consistent with the condition described in Section 11.1(b)(vi)(B)(2) will have its Receipt Point imbalances netted within that COC area for that Day.

(viii) COC Daily Imbalance Charge

(A) During a COC, an COC Daily Imbalance Charge will be assessed to any Shipper in the COC area whose daily imbalance quantity at a Delivery Point is more than 3% of scheduled quantities or 2,000 dth, whichever is greater, unless reduced or eliminated pursuant to the provisions of Section 11.1(b)(vi) or 11.1(b)(vii). The calculation of the quantities not subject to penalty will be consistent with Section 10.5(b)(ii)(C)(1) and Section 10.6(b)(ii)(E) if the Shipper has elected the NAESB Swing method.

(B) During a COC, a COC Daily Imbalance Charge will be assessed to any Shipper in the COC area whose daily imbalance quantity at a Receipt Point is more than 3% of scheduled quantities or 2,000 dth, whichever is greater, unless reduced or eliminated pursuant to the provisions of Section 11.1(b)(vi) or 11.1(b)(vii).

(C) The COC Daily Imbalance Charge for the first Gas Day of an Emergency COC, as defined in Section 11.1(b)(v) above, will be determined by multiplying the daily imbalance quantity in excess of 3% of scheduled quantities or 2,000 dth, whichever is greater, by the Critical Condition Rate. Such charge for the subsequent Gas Day(s), if any, of an Emergency COC event will be determined by multiplying the total daily imbalance quantity by the Critical Condition Rate, as set forth in Section 1.10A of the GT&C.
11.1 Strained and Critical Operating Condition Procedures

(b) (viii) (continued)

(D) The COC Daily Imbalance Charge for a non-Emergency COC will be determined by multiplying the total daily imbalance quantity by the Critical Condition Rate.

(E) Pursuant to the Statement of Rates, the COC Daily Imbalance Charge shall be determined based on the applicable delivery variance quantity or the delivery variance percentage. The charge assessed shall be determined based on a factor of the Critical Condition Rate, pursuant to Section 1.10A of the GT&C.

(c) An SOC or COC Daily Imbalance Charge will not be billed to a Shipper within the SOC/COC area when the location of the Shipper's deliveries or receipts help relieve the SOC/COC under the following conditions:

(i) The direction of the Shipper's daily Delivery Point imbalance is a Pack when the SOC/COC notice is designated as a Draft; or

(ii) The direction of the Shipper's daily Delivery Point imbalance is a Draft when the SOC/COC notice is designated as a Pack.

(iii) The direction of the Shipper's daily Receipt Point imbalance is a Pack when the SOC/COC notice is designated as a Draft; or

(iv) The direction of the Shipper's daily Receipt Point imbalance is a Draft when the SOC/COC notice is designated as a Pack.

(d) Shippers may rely on the operational flow data posted by Transporter as to daily receipt and delivery quantities in taking corrective actions to manage daily imbalances. If Shipper relied upon posted flow data and Shipper took actions to address a daily imbalance based upon such data, such reliance will not cause an SOC or COC Daily Imbalance Charge to be assessed. Transporter will review the accuracy of all daily imbalance quantities posted based on such operational flow data. The SOC and COC Daily Imbalance Charge quantity will be based on the lesser of the daily imbalance calculated pursuant to that operational flow data or the actual measured quantity as reported at the end of the Month.
11.1 Strained and Critical Operating Condition Procedures (continued)

(e) Transporter shall provide, as soon as available, SOC/COC Information.

(i) Preliminary Notifications and Follow-up Reports. Transporter will post on its EBB a Notice of SOC/COC containing the following provisions:

(A) time and date of issuance;

(B) Gas Day and time that the SOC/COC is considered to be effective;

(C) affected areas/parties;

(D) the applicable threshold level pursuant to Section 11.1(a)(viii), whether the problem is related to a Pack or Draft of the system and the status of linepack (i.e., high linepack or low linepack) pursuant to Sections 11.1(a) and 11.1(b);

(E) status of the applicable operational variables described above in Section 11.1(a) causing the SOC/COC;

(F) required actions to remedy the operational condition necessitating the SOC/COC;

(G) any other terms Transporter may reasonably require to ensure the effectiveness of the SOC/COC; and

(H) Threshold percentage for application of SOC or COC Daily Imbalance Charges.

(ii) After the SOC or COC is lifted, Transporter will post on the EBB a review of the event requiring the issuance of the SOC/COC and the actions that were taken to resolve the SOC/COC event. This review will include, but not be limited to:

(A) duration of SOC/COC;

(B) areas/parties affected by the SOC/COC;

(C) applicable operating conditions including, but not limited to, Washington Ranch withdrawals/injections and inventory levels;

(D) actions taken by Transporter and known to be taken by Shippers that remedied the event requiring the issuance of the SOC/COC.
11.1 Strained and Critical Operating Condition Procedures (continued)

(f) Transporter may use Flow Control pursuant to the conditions and application set forth in Section 11.2 of the GT&C.

(g) Nothing in this Section 11.1 is intended to supersede provisions of operational balancing agreements ("OBAs") at meters where Transporter is required to have an OBA, i.e., interstate pipelines and applicable intrastate pipelines or foreign pipelines that are the functional equivalent of an interstate or intrastate pipeline.

(h) If an SOC or COC has been declared or a warning of an impending SOC or COC has been issued in a specified direction (i.e., Pack or Draft), any hourly scheduling penalty or daily unauthorized overrun penalty assessed for actions in the opposite direction in the affected area will be billed at the non-Critical Condition rate during the SOC or COC, whether or not Transporter requested the Shipper to go out of balance in that direction, pursuant to Section 2.8 of Rate Schedule FT-1, Section 2.6 of Rate Schedule FT-2, Section 3.5 of Rate Schedule FTH-V, Section 3.6 of Rate Schedule FT-H, Section 3.7 of Rate Schedule NNTD and/or Section 3.7 of Rate Schedule NNTH.

(i) COC Safe Harbor Tolerance Quantities.

(i) For purposes of determining daily unauthorized overrun penalties during a COC, a Shipper's daily Safe Harbor Tolerance Quantities shall equal the greater of 3% multiplied by the TCD or 2,000 dth per Day.

(ii) For purposes of determining hourly scheduling penalties during a COC, a Shipper's hourly Safe Harbor Tolerance Quantities shall equal the greater of 3% multiplied by the Shipper's Hourly Scheduled Entitlement (plus any no-notice quantities, if applicable) or 100 dth per hour and will be applicable to the specified COC area pursuant to Section 11.1(b).

(j) If in Transporter's reasonable judgment its error (e.g., computer system failure or data integrity discrepancy) causes Shipper to experience an SOC or COC Daily Imbalance Charge, such charge will not be assessed.
11.2 Flow Control Equipment

Transporter has the right to install and/or use remote or manual flow control equipment ("Flow Control") to preserve the operational safety and reliability of its system. Transporter's use of Flow Control is subject to the following provisions.

(a) Pursuant to the provisions set forth in this Section 11.2(a), Transporter may exercise, using reasonable judgment and in a not unduly discriminatory manner, Flow Control to restrict or temporarily suspend the flow of gas into or out of its system.
   (i) The use of Flow Control shall be on a specific Operator and/or location basis.
   (ii) Except as otherwise provided in Section 11.2(a)(iv), prior to invoking Flow Control, Transporter shall provide at least eight hours advance notice to the affected Operator(s) by phone and email.
   (iii) Except as otherwise provided in Section 11.2(a)(iv), Flow Control will be exercised consistent with Transporter's service obligations under its rate schedules and will not be used at the following locations:
      (A) A location which is included in a pre-determined allocation methodology elected by an Operator (i.e., a location subject to penalty assessment pursuant to the hourly scheduling penalty provisions of Section 14.1 of the GT&C, the MDO/MHO Violation provisions of Section 4 of Rate Schedule OPAS (if applicable), and/or the SOC/COC Daily Imbalance Charge provisions of Section 11.1 of the GT&C).
      (B) A location that is being operated within the parameters of an executed operational balancing agreement.
   (iv) Transporter may exercise Flow Control under the following circumstances, notwithstanding anything in this Section 11.2 (but shall provide as much advance notice as reasonably possible):
      (A) At the location(s) in the declared COC area, Transporter will provide at least one hour advance notice by phone and email to the affected Operator(s);
      (B) When immediate shut-in of non-conforming gas (non-conforming gas is delineated by Section 3 of the GT&C) is necessary to preserve the safety or the integrity of the location, segment, lateral, or overall system. Natural gas that is subject to, and meets the requirements of Section 3.2 or 3.6 is not considered to be non-conforming gas for purposes of this Section 11.2(a);
11.2 Flow Control Equipment
   (a) (iv) (continued)

   (C) In an emergency situation where safety or the integrity of the location, segment, lateral, or overall system is at immediate risk and necessitates immediate shut-in of facilities; or

   (D) When Transporter and Operator mutually agree to the use of Flow Control.

   (b) In the event remote-controlled flow control equipment has not been installed by Transporter at a certain point and Transporter has repeatedly issued notice of intent to use flow control equipment manually or has repeatedly declared location-specific COCs at such point, Transporter may install, using reasonable judgment in a not-unduly discriminatory manner, at Operator's expense remote-controlled flow control equipment at such point to promote safety and reliability. Such payment requirement shall reflect Transporter's reasonable judgment.

   (i) For purposes of this Section 11.2(b), "repeatedly" shall be deemed to be three notifications of intent to use Flow Control within a twelve-month period or three location-specific COC declarations within a twelve-month period.

   (c) Transporter will not be held liable for any special, indirect, consequential, incidental or punitive damages to Operator resulting from Transporter's use of Flow Control that meets the requirements of this Section 11.2 except to the extent of gross negligence or willful misconduct of Transporter.
11.3 Force Majeure

(a) A force majeure event shall mean unplanned or unanticipated events or circumstances that are not within the control of the party claiming suspension of its obligation and which such party could not have avoided through the exercise of reasonable diligence. A force majeure event includes, without limitation, acts of God, including fires, explosions, earthquakes or volcanic eruptions, storms, floods, and washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, Indian, state or local, civil or military; acts of a public enemy; wars and civil disturbances; strikes, lockouts or other industrial disturbances; failure of any third parties necessary to the performance by either Transporter or Shipper under the Executed TSA, breakage or accident to machinery or lines of pipe; the necessity for making repairs or alterations to machinery or lines of pipe due to an unplanned event; freezing of wells or pipelines; the necessity for testing (as required by governmental authority); inability to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Tariff; inability to obtain rights of way; and any other causes that are not reasonably in the control of the party claiming suspension.

(b) A force majeure event shall include shutdowns for purposes of necessary repairs, relocations, or construction of facilities associated with any of the events described in Section 11.3(a) above. Transporter shall exercise reasonable diligence to schedule maintenance so as to minimize or avoid service interruptions.

(c) If, because of a force majeure event, either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under a TSA, and if such party gives notice of such event within a reasonable period of time and provides full particulars of the event in writing or by electronic communication (other than telephone), nonperformance of the party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.

(d) No force majeure event affecting the performance by Transporter or Shipper shall relieve such party of liability in the event of its concurring negligence, where such negligence was a cause of the force majeure event, or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch. Nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments due.
12. BILLING AND PAYMENT

12.1 Billing. On or before the ninth Business Day of each Month Transporter shall render to Shipper an invoice evidencing the bill for services rendered to Shipper under the Executed TSA during the preceding Month. When Shipper is in control of information required by Transporter to prepare invoices, Shipper shall cause such information to be received by Transporter on or before the fifth Business Day of the Month immediately following the Month to which the information applies.

(a) Invoices shall be deemed rendered when Transporter posts notification on its EBB that invoices are approved or final, unless the Shipper has elected to have invoices rendered via U.S. mail. If the Shipper elects to have invoices rendered via U.S. mail, then Shipper's invoice shall be deemed rendered if Transporter places such invoice in the U.S. mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable TSA.

(b) A Shipper may request a complimentary e-mail notification provided that it is the Shipper's responsibility to maintain current e-mail information on Transporter's EBB to ensure delivery.

(c) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.

12.2 Payment. Payment to Transporter for services rendered during the preceding Month shall be due ten Days from the date the invoice for such service was issued by Transporter and shall be paid by Shipper on or before such due date. Unless otherwise agreed, Shipper shall pay Transporter in immediately available funds. Shipper shall cause payment to be actually received by (or on behalf of) Transporter at a depository designated by Transporter. When the due date falls on a Day that the designated depository is not open in the normal course of business to receive Shipper's payment, Shipper shall cause such payment to be actually received by Transporter on or before the first Business Day on which the designated depository is open after such due date. The address of the designated depository shall be set forth on each invoice presented to Shipper.
12.3 Failure to Pay Bills. Should Shipper fail to pay all of the amount of any bill for gas delivered under the Executed TSA when such amount is due, as herein provided, Shipper shall pay Transporter interest on the unpaid balance that shall accrue on each Day beginning on the Day such payment was due at a rate of interest equal to, and compounded in accordance with, the provisions of 18 CFR Section 154.501(d). Shipper shall submit supporting documentation and Transporter shall apply payment per the supporting documentation supplied by Shipper. If payment differs from the amount invoiced, Shipper shall provide remittance detail with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date (NAESB WGQ Standard 3.3.17). However, unless Shipper provides documentation specifying otherwise, if either principal or interest are due, any payments thereafter received shall first be applied to the interest due, then to the previously outstanding principal due and, lastly, to the most current principal due. Shipper shall not be required to pay interest of less than $10.

12.4 Termination of Service. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the Executed TSA, Transporter shall have the right to terminate transportation service using the following notification procedures without obtaining additional prior approval from the Commission if any amount billed to Shipper remains unpaid for more than thirty (30) Days after the due date thereof. If the defaulting Shipper has released a portion of its capacity, then Transporter shall also comply with the requirements of Section 9.23.

(a) First Notice: On or about ten Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper and to the FERC that service may be terminated in 30 Days unless payment is received;

(b) Second Notice: On or about 20 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper that service may be terminated in 20 Days unless payment is received;

(c) Final Notice: On or about 30 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper that service will be terminated unless payment is received within ten Days.

12.5 In the event of a bona fide dispute between the parties concerning the amount of an invoice submitted to a Shipper, Transporter shall not terminate transportation service under the notification procedure outlined above when Shipper acts in a timely manner to provide additional information and security for Transporter in accordance with the following procedures.
12.5 (continued)

(a) Identify Dispute: Within fifteen (15) Days after the due date of any payment, Shipper shall notify Transporter by written correspondence of the amount billed that is in bona fide dispute and of all reasons and supporting statements as to why Shipper believes full payment is not now appropriate; and

(b) Payment Security: Within thirty (30) Days after the due date of any payment, Shipper shall either pay in full the total amount billed without prejudice to Shipper's rights to dispute all or part of said amount and subject to return by Transporter of funds paid which are part of the disputed amount so identified, with interest calculated in accordance with Section 12.3 of the GT&C, after resolution of that dispute in favor of Shipper, or pay the undisputed portion of the amount billed in full and furnish documentation identifying the basis for the dispute. Shipper shall furnish good and sufficient payment security, acceptable to Transporter, of all amounts ultimately found due after resolution of the dispute, including the amount now in dispute plus the estimated interest calculated in accordance with Section 12.3 of the GT&C that accrues until resolution of the dispute, which may be reached either by agreement or judgment of a court of competent jurisdiction; provided, however, neither Transporter nor Shipper shall calculate or pay interest on any billed amounts of less than $10,000. If resolution of the dispute is in favor of Shipper and the Shipper furnished a surety bond instead of paying the disputed amount, then Transporter shall refund to Shipper the costs incurred in securing that surety bond for this dispute. This section does not apply to ordinary adjustments of overcharges and undercharges in accordance with Section 12.6 of the GT&C.

12.6 Adjustment of Overcharge and Undercharge. If it shall be found that at any time or times, within the time limits of Section 12.7 of the GT&C, Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof as a result of an error in billing for which Transporter is solely responsible and Shipper shall have actually paid the bill containing such overcharge or undercharge, then, unless mutually agreed otherwise, within thirty (30) Days after the final determination thereof, and except where otherwise required by statute, rule, regulation or order, Transporter shall refund the amount of any such overcharge, with interest thereon at the then effective rate computed in the same manner as set forth in Section 12.3 of the GT&C, and Shipper shall pay the amount of any such undercharge, with interest thereon at the then effective rate computed in the same manner as set forth in Section 12.3 of the GT&C.

12.7 Adjustment of Errors. In the event an error is discovered in any invoice that Transporter renders, such error shall be adjusted within thirty (30) Days of the determination thereof provided that any claim for prior period adjustment must be made within six Months from the date of the initial transportation invoice with a three Month rebuttal period, except in the case of deliberate omission or misrepresentation or mutual mistake of fact.
12.8 Prepayment of Reservation Charges. Upon mutual agreement between Transporter and a firm Shipper and in a not unduly discriminatory manner, Shipper may, at any time, prepay a portion of or all of the applicable reservation charge(s) and reservation surcharge(s) under its TSA. Transporter shall remit to Shipper interest, calculated pursuant to 18 C.F.R. Section 154.501(d)(1), on such prepayment amount from the date prepayment is received by Transporter until the end of each Month that service under the applicable TSA(s) is rendered and a prepayment amount remains. Transporter shall remit interest to Shipper on the unused portion of the prepayment amount until such amount is depleted. Transporter will calculate the interest amount on the applicable remaining portion of the prepayment amount at the end of each Month and will remit to Shipper a prepayment interest credit for such amount in the next invoice issued.

(a) If Shipper prepays the reservation charge(s) and reservation surcharge(s) and the TSA is subsequently terminated in accordance with terms set forth in the TSA, Transporter shall refund to Shipper that portion of any prepayment which applies to the period subsequent to the termination plus interest on such prepayment amount.

(b) Shippers remitting prepayment amounts to Transporter pursuant to Section 4.16 of the GT&C shall not be eligible to receive interest provided for by this Section 12.8.
13. FUEL AND L&U

13.1 Fuel and L&U consist of compressor station fuel and fuel for other utility purposes, including but not limited to line losses and other unaccounted-for gas in the operation of Transporter’s pipeline system. Fuel and L&U shall be furnished in-kind by Shippers at each applicable Receipt Point.

13.2 The Fuel and L&U Percentages shall be stated on the Statement of Rates and shall apply to those Rate Schedules requiring assessment of Fuel and L&U.

(a) All transactions regardless of type will be assessed a Fuel and/or L&U charge.

(b) Fuel will be assessed on each segment where Fuel is actually consumed.

13.3 The Fuel and L&U Percentages shall be recomputed annually using the procedures described in this section.

(a) Transporter shall file the proposed Fuel and L&U percentages to become effective on January 1 of each calendar year after appropriate FERC review and notice.

(i) For the Fuel and L&U percentages to be effective January 1, 2006, the data collection period used to establish the percentages will be the 12 months ending March 31, 2005.

(ii) For the Fuel and L&U Percentages to be effective January 1, 2007, the data collection period used to establish the percentages will be the 18 Months ending the previous September 30, 2006. Commencing on January 1, 2008 and for each year after that, the data collection period will be the 12 Months ending the previous September 30 except with regard to the Fuel and L&U Requirement Adjustments data collection periods described below.

(1) For the Fuel and L&U Requirement Adjustments ("Adjustment") described in Section 13.6, the data collection period will commence with January 1, 2006 production through September 30, 2006 for the percentages to be effective January 1, 2007. For each year after that, the Adjustment data collection period will be the 12 Months ending the previous September 30.

(b) Information related to the purchase and sale of gas for Fuel shall be included in Transporter's annual Fuel and L&U Filing. Such information shall include: (i) the source of the gas purchased/sold, (ii) the date(s) of such purchase/sale, (iii) the gas quantities, (iv) the purchase/sale price, (v) the costs and revenues from the purchase/sale, and (vi) the disposition of the associated costs and revenues.
13.4 Fuel charges will be separated into the following defined categories: Mainline Fuel, Production Area Fuel, Permian to Anadarko Fuel, Interruptible Storage Service Fuel, and Willcox Lateral Incremental Fuel. Any quantities physically transported on the system and related Fuel shall be considered mainline quantities and Mainline Fuel unless they fall into one of the following categories.

(a) Production Area Fuel - Fuel charges will be assessed on quantities physically transported where the receipts and deliveries occur within one supply basin (e.g. Anadarko, Permian, or San Juan). The quantities and related Fuel attributable to Production Area transportation shall be deducted from the total mainline quantities and related mainline Fuel for purposes of this section.

(b) Permian - Anadarko Fuel - Fuel charges will be assessed on quantities physically transported between the Permian Basin and the Anadarko Basin. The quantities and related Fuel consumed in providing this service shall be deducted from the total mainline quantities and related mainline Fuel so long as those stations are moving gas north/east and/or south/west from Plains Station.

(c) Interruptible Storage Service Fuel - Fuel will be assessed on quantities of gas injected into Washington Ranch related to storing gas for Shippers using this service. A description of this fuel component is found in Section 13.5.

(d) For transportation services where no Fuel is consumed, Fuel will not be assessed and such transportation quantities shall not be included in the calculation of mainline quantities when the entire transportation service is provided using the no-Fuel segments identified below. However, Shippers using these segments will be subject to Transporter’s applicable L&U charges.

(i) Topock to Franconia Junction
(ii) Franconia Junction to Ash Fork
(iii) Ash Fork to Valve City
(iv) Ehrenberg to Wenden
(v) Wenden to Franconia Junction
(vi) North Phoenix to Ash Fork
(vii) Valve City to Ignacio (except Blanco and Rio Vista receipts)
(viii) Casa Grande to Cornudas
(ix) Virtual Area routes:
      (A) Pecos River to Keystone
      (B) Keystone to Goldsmith
      (C) Waha to Terrell
      (D) Goldsmith to Ector
13.4 (d) (continued)

(x) Transactions where the Receipt and Delivery point are in the same plant or meter yard and do not require compression (example: PG&E Topock to SOCAL Topock).

(xi) Transactions nominated between the EPLAT Receipt Point and Line No. 20121 Delivery Points.

(xii) Transactions nominated from the Big Blue Interconnect to points located on Line Nos. 1192, 1193 and 1194, collectively referred to as the Nichols Lateral.

(e) Transporter shall not assess or collect a fuel reimbursement from a Shipper when the entire transportation service is provided using the DAGMOJ to Ehrenberg segment using Line 1903 since Fuel is not consumed. However, Shippers using this segment will be subject to the applicable EPNG and Mojave L&U charges.

(f) Reserved

(g) Transporter may designate the transportation routes below as short-term no-fuel routes by posting such designations on Transporter's EBB. Transporter shall not assess fuel on quantities of gas where the entire transportation service for those quantities is provided using a short-term no-fuel segment posted on the EBB. However, Shippers using these segments will be subject to Transporter’s applicable L&U charges.

(i) Plains and Canute
(ii) Wenden and Casa Grande
(iii) Plains to Valve City
(iv) Cornudas to Pecos River (by way of Guadalupe)
(v) Wink to Keystone
(vi) Cornudas to Waha

Shipper may request Transporter to conduct a fuel-use review of any route. Any changes to a short-term no-fuel path will be posted to the EBB at least three business days prior to the beginning of the month. Short-term no-fuel designations will be identified and described in Transporter’s annual fuel tracker filings.

(h) Willcox Lateral Incremental Fuel – Fuel will be assessed on quantities of gas utilizing Transporter’s Willcox Lateral pursuant to the provisions of Part II: Statement of Rates, Section 3 – Fuel and L&U Rates. Willcox Lateral firm TSAs that were executed and service associated with such TSAs which began prior to the issuance of a certificate order for the Willcox Lateral 2013 Expansion Project (in Docket No. CP12-6-000) are exempt from this Fuel charge.
13.5 Interruptible Storage Service Fuel

(a) Fuel charges related to Interruptible Storage Service, Rate Schedule ISS Fuel ("ISS Fuel"), shall be calculated using the share of Washington Ranch compression and dehydration fuel related to storing the interruptible quantities for Shippers under this service and will be deducted from the calculation of total mainline Fuel.

(b) ISS Fuel will only be charged on injection quantities for this service.

(c) Shippers electing to use ISS will be assessed separately for the applicable transportation Fuel and the L&U percentages for transportation service to Washington Ranch. When ISS gas is withdrawn from Washington Ranch and introduced into the transmission system, it will be recognized as a separate transaction and will be assessed the applicable transportation Fuel and L&U percentages.

13.6 Derivation of Fuel and L&U Percentages

(a) The Mainline Fuel Percentage shall be equal to the sum of the Mainline Fuel Requirement, the Mainline Fuel Requirement Adjustment and the share of Washington Ranch compression and dehydration fuel ("WRf") related to the provision of system flexibility for transmission service (numerator) divided by the projected mainline receipt quantities related to the anticipated transportation service for Mainline Transportation during the upcoming period (denominator).

\[
\text{Fuel charge} = \frac{\text{Mainline Fuel Requirement } + \text{Mainline Fuel Requirement Adjustment } + \text{WRf (only used in mainline Fuel calculation)}}{\text{Projected mainline receipt quantities related to the anticipated transportation service for mainline transportation}}
\]

(i) The Mainline Fuel Requirement shall be the quantity of gas used by Transporter during the applicable data collection period that is required to support Mainline Transportation under all applicable Rate Schedules during the upcoming period. Transportation service involving transactions that do not involve the assessment of Fuel, as well as transactions charged based on actual Fuel used, will be adjusted to reflect the actual quantities collected.

(ii) The Mainline Fuel Requirement Adjustment shall be the quantity of gas which is the difference between: (i) the actual quantities of mainline Fuel experienced by Transporter during the applicable data collection period and (ii) the quantities of mainline gas retained for Fuel by Transporter during that period.
13.6 (a) (continued)

(iii) The Mainline Receipt Quantities shall be the quantity of gas moved during the applicable data collection period that is required to support mainline transportation service under all applicable Rate Schedules during the upcoming period.

(b) The three Production Area Fuel Percentages (Anadarko, Permian, and San Juan) shall be calculated in the same manner as the Mainline Fuel Percentage, using the data described in Sections 13.4(a) and 13.6 in place of mainline data.

(c) The Permian - Anadarko Transportation Fuel Percentage shall be calculated in the same manner as the Mainline Fuel Percentage, using the data described in Sections 13.4(b) and 13.6 in place of mainline data.

(d) The ISS Fuel Percentage shall be calculated in the same manner as the mainline Fuel percentage, using the data described in Sections 13.5 and 13.6 in place of mainline data.

(e) The Willcox Lateral Incremental Fuel percentage shall be calculated using the same methodology used to calculate Transporter’s mainline Fuel percentage. However, Transporter will use the data described below in place of mainline data.

(i) Fuel charges related to the Willcox Lateral shall be calculated using fuel consumed at Transporter’s Willcox Compressor Station located in Cochise County, Arizona. The fuel consumed at this station will not be included in the calculation of total mainline Fuel.

(f) The derivation of the Fuel percentages described above shall include the fuel quantity attributable to electric compression facilities, if any. Electric fuel costs shall be converted to an equivalent quantity of gas by dividing Transporter's actual electric expenses during the data collection period by the Monthly System Cash Out Index Price for the appropriate Month. This quantity of gas shall be included in the category; mainline, Production Area, Permian - Anadarko, ISS Fuel or Willcox Lateral Incremental Fuel, where the electric expenses occurred.

(g) The L&U Percentage shall be calculated in the same manner as the mainline Fuel percentage using L&U data in place of mainline data.
14. PENALTIES

14.1 The penalty provisions found in this Section 14.1 shall be applicable to Rate Schedules FT-1, FT-2, FTH-V, FT-H, NNTH, NNTD and IT-1 as described below.

(a) Shipper shall pay only one penalty/charge when Shipper's actions result in hourly scheduling penalties, daily unauthorized overrun penalties, and/or Critical Condition charges. Shipper shall pay the highest of the hourly scheduling penalty pursuant to this Section 14.1, the daily unauthorized overrun penalty pursuant to the applicable rate schedule, or the Critical Condition charge pursuant to Section 11.1 of the GT&C.

(i) Shipper's invoice(s) shall not include assessment for a charge or penalty of less than two hundred dollars ($200).

(b) Hourly Scheduling Penalty

(i) Shipper shall pay an hourly scheduling penalty in each hour when Shipper's Hourly Scheduling Penalty Quantity exceeds the sum of: 1) the applicable Safe Harbor Tolerance Quantities specified in Section 14.1(b)(ii), and 2) any Rate Schedule IHSW quantities, if applicable, at a Delivery Point. In any such hour, Shipper shall pay an amount obtained by multiplying the hourly scheduling penalty rate set forth on the Statement of Rates by the Hourly Scheduling Penalty Quantity less: 1) the applicable Safe Harbor Tolerance Quantities specified in Section 14.1(b)(ii), and 2) any Rate Schedule IHSW quantities, if applicable.

(ii) In non-Critical Conditions, Shipper is entitled to the hourly Safe Harbor Tolerance Quantities equal to the greater of 13% of Shipper's Hourly Scheduled Entitlement at the Delivery Point or 200 dth per hour. In Critical Conditions, Shipper is entitled to hourly Safe Harbor Tolerance Quantities as determined and applied pursuant to Sections 11.1(a)(viii)(C) and 11.1(i).

(iii) For purposes of the allocation of delivery quantities, hourly scheduling penalties shall be treated in accordance with Section 10.5.
14.2 Crediting of Penalties

(a) SOC and COC Daily Imbalance Charges. Should Transporter collect SOC or COC Daily Imbalance Charges pursuant to Section 11.1 of the GT&C, Transporter shall credit the collected charges to all non-offending transportation Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an SOC or COC Daily Imbalance Charge pursuant to the computations supporting the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on an eligible Shipper's transportation service reservation and usage revenues paid each Month. A monthly credit will not be provided to a Shipper that incurred a SOC and/or COC penalty during a Critical Condition in that Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(b) Retained Gas Crediting. In the event gas is retained pursuant to Rate Schedule PAL, Rate Schedule ISS, Rate Schedule FDBS, or Section 10.6(a)(ii)(A) of the GT&C, the value of such gas, less Transporter's costs, shall be credited annually to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. The retained gas value will be determined by multiplying the quantity (dth) of the gas retained by the Monthly System Cash Out Index Price posted monthly on Transporter's EBB for the Month in which gas was retained.

(c) Acquired Gas Crediting. In the event Shipper is required to pay for gas that Shipper fails to redeliver to Transporter pursuant to Rate Schedule PAL, the value of such gas, net of Transporter's replacement gas costs, shall be credited annually to all firm and interruptible Shippers by invoice credit, if available, if not, then by check.

(d) Daily Unauthorized Overrun Penalties.

(i) Non-Critical Condition daily unauthorized overrun penalties shall be credited to all firm Shippers that deliver gas to a Delivery Point(s) not governed by an operational balancing agreement ("OBA") during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition daily unauthorized overrun penalties, Transporter shall first retain an amount equal to the daily unauthorized overrun quantity times the 100% load factor rate for the applicable rate schedule(s) to reflect the service provided and
14.2 Crediting of Penalties

(d) (continued)
then shall credit the residual penalty amounts to all applicable firm Shippers described above by invoice credit, if available, if not, then by check. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(ii) Should Transporter collect Critical Condition daily unauthorized overrun penalties, Transporter shall first retain an amount equal to the daily unauthorized overrun quantity times the 100 percent load factor rate for the applicable rate schedule(s) to reflect the service provided and then shall credit the residual penalty amounts to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. A monthly credit will not be provided to a Shipper that incurred a penalty during a Critical Condition in that Month. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(e) Hourly Scheduling Penalty.

(i) Non-Critical Condition hourly scheduling penalties shall be credited to all firm and interruptible Shippers that deliver gas to a Delivery Point(s) not governed by an OBA during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition hourly scheduling penalties, Transporter shall credit the collected penalties to all applicable firm and interruptible Shippers described above by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an hourly scheduling penalty pursuant to the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computation supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.
14.2 Crediting of Penalties

(e) (continued)

(ii) Should Transporter collect Critical Condition hourly scheduling penalties, Transporter shall credit the collected penalties to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an hourly scheduling penalty pursuant to the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computation supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(f) MDO/MHO Violation Penalties.

(i) Non-Critical Condition MDO/MHO violation penalties shall be credited to all firm and interruptible Shippers that deliver gas to a Delivery Point(s) not governed by an OBA during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition MDO/MHO violation penalties pursuant to Rate Schedule OPAS, Transporter shall credit the collected penalties to all applicable firm and interruptible Shippers described above by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service where the DP Operator and the Shipper are the same and where a Shipper would have incurred a daily unauthorized overrun penalty if the DP Operator had not been billed an MDO/MHO violation penalty pursuant to the higher-of-test requirement of Section 4.4 of Rate Schedule OPAS. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable transportation rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computations supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.
14.2 Credit of Penalties

(f) (continued)

(ii) Should Transporter collect Critical Condition MDO/MHO violation penalties pursuant to Rate Schedule OPAS, Transporter shall credit the collected penalties to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service where the DP Operator and the Shipper are the same and where a Shipper would have incurred a daily unauthorized overrun penalty if the DP Operator had not been billed an MDO/MHO violation penalty pursuant to the higher-of-test requirement of Section 4.4 of Rate Schedule OPAS. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable transportation rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computations supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(g) If Transporter buys gas quantities to maintain system linepack as a result of imbalances owed to Transporter, the difference between the cost of gas based on the Monthly Cash-Out Index Price (i) when the imbalances occurred and (ii) when Transporter bought gas to maintain linepack shall be included in the determination of the credit amounts pursuant to Sections 14.2(a) through 14.2(f), unless otherwise accounted for in Transporter's Fuel mechanism pursuant to Section 13.

(h) Transporter will calculate and credit to Shippers as appropriate, interest on monies collected pursuant to Sections 14.2(a) through 14.2(f). Such interest will be calculated in accordance with Section 154.501(d) of the Commission's Regulations.

(i) After collection of the additional reservation charge from an Emergency Shipper pursuant to the provisions of Section 6.2(a)(vii) of the GT&C, Transporter will credit said additional charges actually collected from the Emergency Shipper to those firm Shippers that received less than their capacity scheduled for that Day. Such credit shall be made annually on a pro rata basis based upon the quantity of scheduled capacity which a Shipper did not receive divided by the sum of all such quantities for all such Shippers. This provision does not limit the rights of a firm Shipper whose capacity was allocated to the Emergency Shipper from seeking damages from that Shipper, where appropriate.

(j) Transporter will file a penalty crediting report annually at FERC.
15. Reserved
16. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to Rate Schedules FT-1, FTH-V, FT-H, FDBS, NNTD and NNTH Shippers when it is unable to schedule such Shippers' nominated and confirmed quantities on a firm daily basis, subject to the following conditions:

16.1 Reservation charge credits shall not be applicable:

(a) When a Shipper:

(i) fails to properly nominate or confirm pursuant to the scheduling timeline of Section 6.1 of the GT&C and the other scheduling provisions of the Tariff,

(ii) underdelivers gas to Transporter and adversely affects system integrity pursuant to Section 6.3 of the GT&C,

(iii) fails to deliver gas that conforms to the quality specifications detailed in Section 3 of the GT&C, or

(iv) does not comply with Critical Operating Condition requirements pursuant to Section 11.1(b).

(b) To quantities in excess of Shipper's TCD under its firm TSA, to quantities in excess of the Path Quantity or contractual MRQ specified at a particular Receipt Point or contractual MDQ specified at a particular Delivery Point or when the Operator exceeds the maximum MDO under an OPASA covering the Delivery Point; and

(c) To a primary firm Shipper that is unable to schedule at a Receipt or Delivery Point or mainline Segment due to the point or Segment being scheduled by an alternate firm Shipper that was properly scheduled in an earlier nomination cycle that is not eligible to be reduced (bumped) in the current cycle; and

(d) To transactions using point or path rights scheduled as Flow Point Secondary, Flow Path Secondary, First Alternate and Second Alternate Capacity, as defined in Section 1 of the GT&C. However, reservation charge credits shall be applicable to quantities scheduled to non-primary points, to the extent Transporter is unable to schedule Shipper's nominated quantities due to a constraint occurring on the portion of the primary Flow Path utilized by that Shipper for that Gas Day.
16.2 Subject to the provisions of Section 16.1, reservation charge credits shall apply to:

(a) Quantities nominated and confirmed to primary delivery points in Cycle 2, but which Transporter was unable to schedule due to a capacity shortfall;

(b) Quantities scheduled to primary delivery points in Cycle 2 that are subsequently reduced in Cycle 3 due to a capacity shortfall;

(c) Quantities nominated and confirmed to primary delivery points in Cycle 3 but which Transporter was unable to schedule due to a capacity shortfall;

(d) Quantities scheduled to primary delivery points in Cycle 3 that are subsequently reduced in Cycle 4 due to a capacity shortfall; and

(e) Quantities nominated and confirmed to primary delivery points in Cycle 4 but which Transporter was unable to schedule due to a capacity shortfall.

16.3 Reservation charge credits shall be calculated as follows:

(a) The quantity on which credits are payable shall be calculated as follows and shall be adjusted for the requirements of Sections 16.1 and 16.2. The credit shall be payable on the sum of:

(i) 100% of the total for the Month of the Cycle 2 primary confirmed nominations minus the total for the Month of the Cycle 2 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2 (a) and (b);

(ii) 100% of the total for the Month of the Cycle 3 primary confirmed nominations for each Day minus the total for the Month of the Cycle 3 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2(c) and (d).

(iii) 100% of the total for the Month of the new Cycle 4 primary confirmed nominations for each Day minus the total for the Month of the Cycle 4 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2(e).

In no event shall the same dth of gas be included more than once in such calculation.
16.3 (continued)

(b) During periods when Transporter does not experience a force majeure event:
   (i) The reservation charge credit shall be the product of the quantity determined in Section 16.3(a) multiplied by the contract reservation rate stated on a daily basis.

(c) During periods when Transporter experiences a force majeure event:
   (i) The reservation charge credit shall be the product of the quantity determined in Section 16.3(a) multiplied by the contract reservation rate stated on a daily basis times the percent of the currently effective reservation rates that represent Transporter's equity return and associated income taxes. This percentage will be re-determined on the effective date of a general system-wide rate change. The percentage shall be 27.77%.

   (ii) Reservation charge credits under discounted TSAs shall be applicable only to that portion of the discounted rate that exceeds the current non-equity return and associated tax portion of the maximum reservation rate. This percentage will be re-determined on the effective date of a general system-wide rate change. The percentage shall be 72.23%.

(d) Any reservation charge credit payable shall be reflected on the Shipper's monthly invoice and shall be applied to offset any outstanding transportation past due balances owed by Shipper.

16.4 Reservation charge credits applicable to TSAs that are not in effect due to termination or seasonal service shall be paid by Transporter to Shipper in dollars no later than the 15th Day of the second Month following the Month the credit was generated.

16.5 Notwithstanding the above nor the provisions of Rate Schedule FDBS, the following shall also apply to reservation charge credits for Rate Schedule FDBS service:

(a) Reservation charge credits shall not be applicable:
   (i) When a Shipper nominates, and DP Operator has confirmed, in excess of 90% of a Delivery Point MDQ on the related FT TSA; or
   (ii) To quantities in excess of Shipper's MDQ at a particular Delivery Point as specified on the Rate Schedule FDBS TSA.
17. **ANNUAL CHARGE ADJUSTMENT SURCHARGE**

17.1 **Purpose** - This Section 17 establishes an Annual Charge Adjustment Provision ("ACA") which will permit Transporter to recover from its Shippers the annual charges assessed to Transporter by the Commission under Part 382 of the Commission's regulations. All amounts assessed pursuant to this Section 17 shall be recorded in Account No. 928. Transporter shall not seek to recover such amounts in an NGA Section 4 rate case unless it also files to remove the authority to assess the ACA surcharge.

17.2 **Applicable Customers** – The ACA is applicable to each sales and transportation rate schedule contained in Volume No. 1A and Volume No. 2 of Transporter’s FERC Gas Tariff as identified on the Statement of Rates in each volume.

17.3 **Adjustment Date** - As incorporated by reference in Transporter’s Tariff, the ACA shall be revised annually as calculated by the Commission and posted on its website. The Adjustment Date shall be October 1 of each Year or as directed by an order of the Commission. On the Adjustment Date, the ACA unit charge to each of the applicable rate schedules as authorized by the Commission to be recovered by Transporter shall be increased or decreased. For those rate schedules with a two-part rate, the ACA unit charge shall only apply to the usage component of such rate.

17.4 **Effective Date** - The ACA unit charge shall become effective October 1 of each Year or as directed by an order of the Commission if:

   (a) Transporter has paid the applicable annual charge in compliance with Section 382.103 of the Commission’s Regulations; and

   (b) the ACA unit charge is not subject to suspension or refund obligation.
18. WAIVERS

18.1 Penalty Waiver. Transporter may, in exercise of its reasonable discretion, and on a not unduly discriminatory basis, waive all or a part of any penalty which might otherwise apply. Transporter shall maintain a record of all waivers granted.

18.2 Waivers of Past or Future Defaults.

(a) Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.

(b) Transporter shall record any such waivers in a log, which shall be posted for public inspection on its website in accordance with Part 358 of the Commission's Regulations.

18.3 Non-Waiver of Future Defaults

Failure to exercise any rights under this Tariff shall not be considered a waiver of such right or of any rights in the future. No waiver of any one or more defaults by the other party in the performance of any of the provisions of this Tariff, or the provisions of the service agreement incorporating the provisions of this Tariff, shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
19. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the Executed TSA and of the GT&C are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.
20. ELECTRONIC BULLETIN BOARD

20.1 Transporter's EBB is available at Transporter's designated Internet Web site at www.kindermorgan.com. Transporter's Internet Web site provides a portfolio of electronic business services to Transporter's customers. Transporter's EBB is available on a not unduly discriminatory basis to any party that has access to the Internet. There is no charge to use the EBB.

20.2 Transporter's EBB shall provide such data as described in and shall be in compliance with FERC Order No. 636, et seq., by providing a means for a Releasing or Acquiring Shipper electing to release all or a portion of its firm transportation rights in accordance with Sections 9.3 and 9.4 to advertise such release.

20.3 Parties wishing to bid on released capacity or to compete with pre-arranged offers shall post their bids through the EBB. Only those parties who are prequalified with respect to creditworthiness in accordance with Section 9.18 may submit a bid during the open season in accordance with Section 9.8.

20.4 The EBB shall contain information concerning the availability of capacity:

   (a) at Receipt Points;

   (b) by pipeline Segment;

   (c) at Delivery Points; and

   (d) whether the capacity is available from Transporter directly or through Transporter's Capacity Release Program set forth in Section 9.

20.5 Transporter shall post on the EBB notification of any of its uncommitted firm pipeline capacity.

20.6 Transporter shall post, daily, on the EBB notification of any unscheduled capacity available for interruptible transportation service, with bidding in accordance with the applicable provisions of Section 4.
20.7 EBB users shall have access to all the information specifically identified in FERC Order Nos. 636, 637 and 717. EBB access, including historical data, shall be available to state regulatory commissions and state consumer advocates on the same basis as any other party. Transporter shall maintain backup copies of the data contained on its EBB for three Years, which may be archived to off-line storage. Parties may access the on-line data directly through the EBB. In the event the data has been archived off-line, parties may request the data through the EBB's electronic mail service. EBB users shall be allowed to download files so their contents can be reviewed in detail without tying up access to the EBB. Information on the most recent transactions shall be listed before older information. EBB users shall be able to split large files into smaller parts for ease of use. On-line help shall be available to assist the EBB users along with a search function allowing users to locate all information concerning a specific transaction, and menus that permit users to separately access offers to release capacity, capacity available directly from the pipeline, and standards of conduct information.

20.8 Transporter's currently effective Volume No. 1A Tariff, as revised from time to time, is posted on Transporter’s EBB. Therefore, Transporter shall provide paper copies of the effective tariff to customers and interested state commissions only when specifically requested.

20.9 Shippers desiring to exchange information using Transporter's designated Internet site must first enter into an agreement conforming to the NAESB Model Trading Partner Agreement.
21. AFFILIATE-RELATED INFORMATION

21.1 The TSAs between Transporter and its affiliates, which employ marketing function employees, are identified on the EBB pursuant to Section 250.16(c)(2) of the Commission's Regulations. Transporter and its affiliates, which employ marketing function employees, will conduct their business together in conformance with the standards of conduct set forth in Section 358 of the Commission's Regulations and other applicable requirements of Order No. 717.

21.2 Transporter will not provide a preference in any pipeline services to a Shipper because that Shipper also purchases Natural Gas from Transporter or from its affiliate(s) with marketing function employees, or to an affiliate of Transporter, over Shippers who purchase Natural Gas from another merchant.

21.3 Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations.

21.4 Notwithstanding Section 20.7 of the GT&C, Transporter shall retain its affiliate waiver log for five years from the date of posting.
22. ADVERSE CLAIMS TO NATURAL GAS

22.1 Notwithstanding Section 25.1 of the GT&C, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including litigation expenses, court costs and attorneys' fees, suffered by Transporter, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the Natural Gas tendered for transportation or the proceeds resulting from any sale of that Natural Gas. The receipt and delivery of Natural Gas under the Executed TSA shall not be construed to affect or change title to the Natural Gas.
23. **Compliance with 18 CFR, Section 284.12**

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communication standards, NAESB WGQ Version 3.1, that are protected by NAESB’s copyright. With respect to each reproduced standard (including any minor corrections), Transporter incorporates the following: © 1996 - 2017 North American Energy Standards Board, Inc., all rights reserved.

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Standards:
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Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:
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Invoicing Related Standards:

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:
3.4.1, 3.4.2, 3.4.3, 3.4.4
Quadrant Electronic Delivery Mechanism Related Standards:

Definition:
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Capacity Release Standards:

Definition:
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Standards:
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Internet Electronic Transport Related Standards:

Definition:
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### Standards for which Waiver or Extension of Time to Comply have been granted:

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<tr>
<th>NAESB Standard</th>
<th>Waiver, Extension of Time or Variance</th>
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<tr>
<td>1.3.6</td>
<td>Transporter's Tariff contains an exception to NAESB WGQ Standard 1.3.6 for automatic hourly entitlement enhancement nomination (&quot;HEEN&quot;) adjustment. See GT&amp;C Section 8.1(i)(iii)(A) of Transporter's Tariff and letter order dated September 26, 2008 in Docket No. RP08-538-000. See 154 FERC ¶ 61,250 (2016).</td>
</tr>
<tr>
<td>2.3.31</td>
<td>NAESB Standard is not included due to Transporter's Monthly Imbalance Settlement accepted in a letter order dated June 20, 2007 in Docket Nos. RP05-422-021 and RP06-226-004. For reference see Section 10.2(h) in the GT&amp;C. See 154 FERC ¶ 61,250 (2016).</td>
</tr>
<tr>
<td>Various</td>
<td>As referenced in various NAESB WGQ Standards, the data element “route” identifies a specific path for transportation from a list provided by Transporter. Transporter’s references to “Flow Path” in this Tariff are synonymous with the data element “route”, as displayed on Transporter’s EBB. See 154 FERC ¶ 61,250 (2016).</td>
</tr>
</tbody>
</table>
24. TAXES

24.1 Shipper shall pay or cause to be paid all taxes and assessments imposed on Shipper with respect to Natural Gas transported prior to and including its delivery to Transporter, and Transporter shall pay or cause to be paid all taxes and assessments imposed on Transporter with respect to Natural Gas transported after its receipt by Transporter and prior to redelivery to Shipper, provided however, that Shipper shall pay to Transporter all taxes, levies or charges which Transporter may by law be required to collect from Shipper by reason of all services performed for Shipper.

24.2 Neither party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other party used for the purpose of carrying out the provisions of the Executed TSA.
25. INDEMNIFICATION/LIABILITY

25.1 Each party to the Executed TSA shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the Executed TSA causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss, or damage whatsoever suffered by the non-offending party or by any third party. As used herein: the term "party" shall mean a corporation or partnership entity or individual and its officers, agents, employees and contractors; the phrase "damages or injuries of any kind" shall include without limitation litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.
26. COMPLAINT PROCEDURES

The procedures used to address and resolve complaints by Shippers and potential Shippers are as follows:

26.1 Informal Complaints. Any Shipper or potential Shipper may register a telephone complaint concerning requested and/or furnished transportation service by calling the applicable phone number listed in the “Points of Contact” section. Telephone complaints should provide the same information as provided in written complaints.

26.2 Formal Complaints. Written complaints by any Shipper or potential Shipper, clearly stating the issue(s), facts relied on by Shipper, and the Shipper's position, should be mailed by registered or certified mail to the address listed in the “Points of Contact” section. Upon receipt by Transporter, a complaint will be date stamped and recorded in the Transportation Service Complaint Log maintained by Transporter's Marketing Department.

26.3 Transporter will respond initially to all complaints by the most appropriate communication means available within 48 hours and will respond to all complaints filed with Transporter in writing within 30 Days. Transporter's written response will be mailed by registered or certified mail to Complainant and filed in the Transportation Service Complaint Log. The final resolution of the complaint will be dependent upon the nature of the complaint and the time necessary to investigate the complaint, verify the underlying cause(s) and determine the relevant facts.
27. MISCELLANEOUS SURCHARGES

27.1 Gas Research Institute Funding

(a) Purpose - Transporter has joined with other enterprises in the formation of and participation in the activities and financing of the Gas Research Institute ("GRI"), an Illinois non-profit corporation. GRI has been organized to sponsor research, development and demonstration ("RD&D") programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

(b) "Check the Box" Procedure - Transporter has agreed to be a collection agent for shippers who voluntarily choose to support GRI programs through a "check the box" procedure on Transporter's invoices. If requested by the shipper, Transporter will bill and collect on the monthly transportation invoice an amount specified by the shipper on behalf of GRI. The amounts collected will be remitted to GRI in accordance with the requirements of Section 27.1(c). The amounts collected pursuant to this procedure will not be part of Transporter's rates and the Commission will not review any such amounts or programs.

(c) Disposition of GRI Funding Revenues - Transporter shall remit to GRI the total revenues received from Shippers pursuant to Section 27.1(b) within fifteen (15) Days following the receipt thereof.
28. RESERVED
29. RESERVED
30. RESERVED
31. RESERVED
32. RESERVED
33. RESERVED
34. RESERVED
35. RESERVED
36. RESERVED
37. ARTICLE 11.2 PROVISIONS

Pursuant to the Commission's Order issued on March 20, 2006 in Docket No. RP05-422-000, this Section 37 is applicable to firm Rate Schedule FT-1 and FT-2 transportation service provided under applicable TSAs ("Section 37 TSAs") to the contracted Shippers that are parties to the Stipulation and Agreement in Docket No. RP95-363-000, et al. ("1996 Settlement").

37.1 Article 11.2(a) Rates - Article 11.2(a) Rates shall be used for purposes of invoicing transportation charges and reservation charge crediting. The System Average Usage Rate shall be used for purposes of invoicing usage, such as imbalance payback, that cannot be identified by receipt basin and is identified by Transporter as a system receipt. These rates shall be adjusted annually pursuant to Section 37.3 for Section 37 TSAs.

Rate Schedule FT-1

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<th>From</th>
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**37.1 Article 11.2(a) Rates (continued)**

**Rate Schedule FT-2**

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</table>

**37.2 Rights and Conditions**

(a) When Section 37 TSAs expire or are terminated by the shipper, the rights listed in this Section 37 shall no longer apply to such TSAs.

(b) In the event a Section 37 TSA uses service or re-designates service to an alternate receipt or delivery point in the same zone as the primary receipt or delivery point(s) under that TSA, the service shall be invoiced at the Article 11.2(a) Rate. Should service be provided to or re-designated to an alternate receipt or delivery point other than the primary receipt or delivery point(s) under that TSA, the service shall be invoiced under the Out-of-Zone-Charge provisions contained in Sections 8.1(e), 8.1(f) and 8.1(g). However, the Article 11.2(a) reservation rates for the applicable zone shall be used in lieu of the maximum non-Article 11.2 tariff rates.

(c) Capacity released from a Section 37 TSA may be released at a reservation rate no higher than the applicable Article 11.2(a) rate. Such released capacity will be billed at the applicable Article 11.2(a) usage rate.

(d) If the Shippers applicable to this Section 37 acquire any permanent or temporary capacity releases, they will pay the reservation rate specified in the posted award of the capacity release for that capacity, rather than the Article 11.2(a) rate.
37.2 Rights and Conditions (continued)

(e) For purposes of determining scheduling priority, pursuant to Section 6.2(a)(iii) of the GT&C, the Article 11.2(a) reservation rates will be considered equivalent to the maximum tariff rate.

(f) Article 11.2(a) rates shall not apply to any other firm transportation service under any rate schedule.

(g) Should a Section 37 TSA be subject to an Article 11.2(a) rate that exceeds the maximum non-Article 11.2 tariff rate for such service, this service shall be billed at the applicable maximum non-Article 11.2 tariff rate.

37.3 The applicable Article 11.2(a) rates shall be subject to inflation escalation and will be adjusted according to the following provisions.

(a) Annual Inflation Adjustment - Effective January 1, 1998, and on each anniversary date thereafter, Transporter shall increase the Operations and Maintenance (O&M) and Other Taxes portion of the reservation and usage charges for Rate Schedule FT-1 and the rates for Rate Schedule FT-2 in effect for the preceding Year by 93% of the increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission. Notwithstanding the above calculation, the annual increase in total rates will not be less than 1% or more than 4-1/2% of the prior Year's total rates. The resulting rates shall become the rates for purposes of applying the annual inflation adjustment for the succeeding Year.

(b) For the annual inflation adjustment to be effective January 1, 1998, the most recently published final IPD prior to the inflation adjustment filing will be compared to the IPD reported by the BEA for the same period of the prior Year to determine the annual change. For each rate change subject to this provision, the most recently published final IPD prior to the inflation adjustment filing will be compared to the prior Year's IPD to determine the annual change. If the BEA modifies the benchmark index for the IPD, then Transporter will use the restated IPD reported by the BEA instead of the IPD used by Transporter in its last inflation adjustment filing.

(c) The Article 11.2(a) System Average Usage Rate shall be applied to those receipts that are not defined by receipt basin, but rather as a system receipt. Such usage rates are weighted average rates, as shown in Section 37.1 of the GT&C, derived through the following process.
37.3 (c) (continued)

(i) Transporter’s actual system throughput data (by basin) for the 12-Month period ending September 30th of each Year is collected and the relative percentage contribution of each basin in comparison to the total system is determined.

(ii) Pursuant to Section 37.3(c)(i), the basin percentages, or factors, are multiplied by the specific receipt basin rates within each delivery zone to derive an Article 11.2(a) weighted rate.

(iii) The weighted Article 11.2(a) rates, as calculated by Section 37.3(c)(ii), shall be summed together to arrive at the Article 11.2(a) System Average Usage Rate for each delivery zone.
FORMS OF SERVICE AGREEMENTS

Preliminary Statement

Pursuant to Transporter's "Tariff Re-Organization" filing in Docket No. RP10-454; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

<table>
<thead>
<tr>
<th>Former Section Reference</th>
<th>Current Section Reference</th>
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<tbody>
<tr>
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## FORMS OF SERVICE AGREEMENTS

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<th>Section</th>
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FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-1

Agreement No.______________

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-1

Between

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

And

__________________________
(Shipper)

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

Part V: Service Agreement
Section 1 - Rate Schedule FT-1
Version 7.0.0

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-1

Agreement No.__________________

Transportation Service Agreement
Rate Schedule FT-1
Dated:__________

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: ________________________________

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.

[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

Issued on: April 30, 2018
Effective on: June 1, 2018
(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional 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 facilities.

(iii) ____________________.

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________

10. Transportation Contract Demand ("TCD"):

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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</table>

11. Term of Firm Transportation Service:_________________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]
12. Notices, Statements, and Bills:

To Shipper:

_______________________________
_______________________________
_______________________________

Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): __________________________

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

_______________________________  __________________________

_______________________________  __________________________

_______________________________  __________________________

Accepted and agreed to this  Accepted and agreed to this

____day of __________, ______.  ____day of __________, ______.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
El Paso Natural Gas Company, L.L.C.
and _____________ (Shipper)
Dated: _________________

Shipper's Transportation Contract Demand: See ¶ ___

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN Name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN Name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d) 1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
      Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

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 ____________ (Shipper)
Dated: _________________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
   Maximum Quantity and Minimum Quantity - Meter (dth/d)
   -or-
   Maximum Quantity and Minimum Quantity - D-Code (dth/d)
   Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

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.
   - and/or -
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) ________ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) _________ (insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this ____ day of _____, by and between
EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware corporation, hereinafter referred to as "El Paso," and ___________________________________________________, a _____ corporation,
hereinafter referred to as "Shipper"

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS,

NOW THEREFORE, in consideration of the representations, covenants and conditions
herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule
FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up
to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the
physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account),
and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated
to tender or cause to be tendered its full requirements on any day for transportation by El Paso and,
provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its
full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements
means natural gas sufficient to supply the requirements of Shipper in serving [identify consumers (i.e.,
residential, non-residential, irrigation, etc.)] situated in each community or area shown on Exhibit B
hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and
all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B
hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.
1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 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.

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:

(Paragraph 4.2 is be utilized only when applicable)
ARTICLE V

Term

5.1 This Agreement shall become effective

5.2 After this Agreement becomes effective, it shall continue in full force and effect

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

(Paragraph 6.1 to be utilized only when applicable)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, ________________________

Shipper: or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation.

Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.
ARTICLE VIII

Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

IN WITNESS HEREOF, the parties have caused this Agreement to be (electronically executed or executed in two (2) original counterparts - choose one as applicable), by their duly authorized officers, the day and year first set forth herein.
EXHIBIT A

To The
Transportation Service Agreement
Dated ____________
Between El Paso Natural Gas Company, L.L.C.
and ____________

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity</th>
</tr>
</thead>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: ________________________________

B. Supersedes Exhibit A Effective: ________________________________

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

By____________________________  By____________________________

Date_________________________  Date_________________________
EXHIBIT B

To The
Transportation Service Agreement
Dated __________
Between El Paso Natural Gas Company, L.L.C. and ________________

Maximum
Delivery
Quantity
(    )

Delivery Point(s)

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: ________________________________

B. Supersedes Exhibit B Effective: ________________________________

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

By_______________________  By_________________________

Date_____________________  Date_______________________

Issued on: April 30, 2018  Effective on: June 1, 2018
EXHIBIT C

To The
Transportation Service Agreement
Dated _______________________
Between El Paso Natural Gas Company, L.L.C.
and _______________________

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

<table>
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<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
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</table>

A. Effective Date of this Exhibit C: _______________________________
B. Supersedes Exhibit C Effective: _________________________________

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

By______________________  By_________________________

Date____________________  Date_______________________
FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT-H  

Agreement No.______________  

FIRM HOURLY TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT-H  
Between  
EL PASO NATURAL GAS COMPANY, L.L.C.  
And  
______________  
(Shipper)  

DATED:______________________________  

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, 
capitalization, headings and font may vary from Pro Forma to Service Agreement.)
Form of Transportation Service Agreement

Applicable to Rate Schedule FT-H

Agreement No.________________

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
Dated:__________

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: ______________________________

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

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

5. Firm Hourly Transportation Service: _____________

   (Three Hour Enhanced "FTH-3", Twelve Hour Peaking "FTH-12",
   Sixteen Hour Peaking "FTH-16" or Eight Hour Peaking "FTH-8")
   (insert as applicable)

   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 in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional 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 facilities.

(iii) ____________________.

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-H and Section 4.17 or Section 4.18 of the GT&C.

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

9. Negotiated Rate: Yes ________ No ________
10. Transportation Contract Demand ("TCD"):

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11. Term of Firm Transportation Service: __________________

   [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

   To Shipper:
   ____________________________
   ____________________________
   ____________________________
   Attn: ____________________________

   To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): ____________________________

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

____________________________                  __________________________

____________________________                  __________________________

____________________________                  __________________________

____________________________                  __________________________

Accepted and agreed to this
____day of ___________, _______.

Accepted and agreed to this
____day of ___________, _______.

Issued on: April 30, 2018

Effective on: June 1, 2018
Agreement No.______________

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

between
El Paso Natural Gas Company, L.L.C.
and ____________ (Shipper)
Dated: _____________________

Shipper's Transportation Contract Demand: See ¶ ____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
  Maximum Quantity - Meter (dth/d) 1/
  -or-
  Maximum Quantity - D-Code (dth/d) 1/
    Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

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 Hourly Transportation Service Agreement
Rate Schedule FT-H

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: ______________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
  Maximum Quantity and Minimum Quantity - Meter (dth/d)
  -or-
  Maximum Quantity and Minimum Quantity - D-Code (dth/d)
  Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

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

- and/or -
[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FTH-V

Agreement No.____________________

FIRM HOURLY VIRTUAL AREA TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FTH-V

Between

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

And

______________________
(Shipper)

DATED:___________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FTH-V

Agreement No.______________

Firm Hourly Transportation Service Agreement
Rate Schedule FTH-V
Dated: __________

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: ______________________________

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.
[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional 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 facilities.

(iii) ________________.

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 FTH-V 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 ________
10. Transportation Contract Demand ("TCD")*:

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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* Shipper's TCD may not exceed 10,000 dth/d, pursuant to the provisions of Rate Schedule FTH-V.

11. Term of Firm Transportation Service:

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

_______________________________
_______________________________
_______________________________
Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s):

_______________________________

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

____________________________

____________________________

____________________________

____________________________

Accepted and agreed to this

____day of ___________, _______.

Accepted and agreed to this

____day of ___________, _______.
EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FTH-V

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: ___________________

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
   Maximum Quantity - Meter (dth/d) 1/
   -or-
   Maximum Quantity - D-Code (dth/d) 1/
   Meter(s) and CMQ(s) 2/
   Delivery Pressure (p.s.i.g.) Not less than 3/
   Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

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 Hourly Transportation Service Agreement
Rate Schedule FTH-V

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: ________________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
   Maximum Quantity and Minimum Quantity - Meter (dth/d)
   -or-
   Maximum Quantity and Minimum Quantity - D-Code (dth/d)
   Meter(s) and CMQ(s)

Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

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

- and/or -
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) ______________(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) ______________(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FDBS

Agreement No.______________

FIRM DAILY BALANCING SERVICE AGREEMENT

RATE SCHEDULE FDBS

Between

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

And

__________________________
(Shipper)

DATED:____________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FDBS

Agreement No.______________

Daily Balancing Service Agreement
Rate Schedule FDBS
Dated: ____________

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: ______________________________

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

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

5. Firm Daily Balancing Service: ____________
   (FDBS-A annual, FDBS-S summer, or FDBS-W winter, as applicable)

   Firm Daily Balancing Service for Natural Gas quantities delivered at primary delivery point(s) applicable to Rate Schedule FT-1 and FT-H scheduled quantities.

   Companion Rate Schedule FT-1/FT-H agreement(s) ____________

   Delivery Points: Shipper has Rate Schedule FT-1 and/or FT-H transportation service agreements with primary delivery point(s) identified in Exhibit A. Transporter agrees to provide firm daily balancing service at such points.

6. 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 FDBS and Section 4.17 or Section 4.18 of the GT&C.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. Negotiated Rate: Yes ________ No ________

9. Transportation Contract Demand ("TCD"):

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10. Term of Firm Daily Balancing Service: _______________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper:

_______________________________
_______________________________
_______________________________

Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

12. Effect on Prior Agreement(s): __________________________

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

____________________________

____________________________

____________________________

Accepted and agreed to this
____day of ___________. _______.

Accepted and agreed to this
____day of ___________. _______.

Issued on: September 20, 2016

Effective on: October 1, 2017
EXHIBIT A

To The
Firm Daily Balancing Service Agreement
Rate Schedule FDBS

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: ________________

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:

Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN Name, meter PIN and meter name)
Effective Dates
Use as appropriate:
  Maximum Quantity - Meter (dth/d)1/
  -or-
  Maximum Quantity - D-Code (dth/d) 1/
  Meter(s) and CMQ(s) 2/

Notes: [Insert as applicable]

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.
EXHIBIT B

To The  
Firm Daily Balancing Service Agreement  
Rate Schedule FDBS  

between  
El Paso Natural Gas Company, L.L.C.  
and ______________ (Shipper)  
Dated: ________________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Delivery Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
- Maximum Quantity and Minimum Quantity - Meter (dth/d)
- or -
- Maximum Quantity and Minimum Quantity - D-Code (dth/d)
  Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Fuel 2/
Surcharges 3/

Notes: [Insert as applicable]

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 FDBS or other superseding Rate Schedules.

   - and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.])
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) ________________. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.
As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) ________________.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTD

Agreement No.______________

NO-NOTICE DAILY TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE NNTD

Between

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

And

_________________________ (Shipper)

DATED:__________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTD

Agreement No.______________

Transportation Service Agreement
Rate Schedule NNTD
Dated: _________

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: ______________________________

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: Daily no-notice 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.

[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:
(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional 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 facilities.

(iii) ____________________.

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 points identified in Exhibit A. Transporter agrees to provide daily no-notice transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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 NNTD 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 ________

10. Transportation Contract Demand (“TCD”):

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<th>TCD (Dth/d)</th>
<th>Time Period</th>
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</table>
11. Term of No-Notice Transportation Service: ____________________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:
__________________________________________
__________________________________________
Attn: ______________________________________

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): _________________________________

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

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

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

__________________________________________
__________________________________________
__________________________________________

Accepted and agreed to this

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

Part V: Service Agreement
Section 6 - Rate Schedule NNTD
Version 7.0.0

Agreement No.______________

EXHIBIT A

To The
Daily No-Notice Firm Transportation Service Agreement
Rate Schedule NNTD

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: ____________________

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:
Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
  Maximum Quantity - Meter (dth/d)1/
  -or-
  Maximum Quantity - D-Code (dth/d) 1/
  Meter(s) and CMQ(s) 2/
  Delivery Pressure (p.s.i.g.) Not less than 3/
  Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

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
Daily No-Notice Firm Transportation Service Agreement
Rate Schedule NNTD

between
El Paso Natural Gas Company, L.L.C.
and ____________ (Shipper)
Dated: ______________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
  Maximum Quantity and Minimum Quantity - Meter (dth/d)
  -or-
  Maximum Quantity and Minimum Quantity - D-Code (dth/d)
  Meter(s) and CMQ(s)

Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

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

- and/or -
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTH

Agreement No.______________

NO-NOTICE HOURLY TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE NNTH

Between

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

And

__________________________
(Shipper)

DATED:___________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
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: ______________________________

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. Hourly No-Notice Firm Transportation Service: ______________
   (Three Hour Enhanced "NNTH-3", Twelve Hour Peaking "NNTH-12", or Sixteen Hour Peaking "NNTH-16" - insert as applicable)

Transportation Service: Hourly no-notice 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.
[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional 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 facilities.

(iii) ________________.

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 NNTH 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 ________

Issued on: April 30, 2018 Effective on: June 1, 2018
10. Transportation Contract Demand ("TCD"):

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tbody>
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</tbody>
</table>

11. Term of No-Notice Transportation Service: _________________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

Attn: ____________________________

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): ________________________________

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

____________________________

____________________________

Accepted and agreed to this
____day of ___________, _______.

Accepted and agreed to this
____day of ___________, _______.
EXHIBIT A

To The

Hourly No-Notice Firm Transportation Service Agreement
Rate Schedule NNTH

between

El Paso Natural Gas Company, L.L.C.
and ___________ (Shipper)
Dated: ____________________

Shipper's Transportation Contract Demand: See ¶_____  

The following data elements shall be described on this Exhibit A, if applicable:

- Effective Dates  
- Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)  
- Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)  
- Flow Path  
- Use as appropriate:
  - Maximum Quantity - Meter (dth/d) 1/  
  -or-  
  - Maximum Quantity - D-Code (dth/d) 1/  
  - Meter(s) and CMQ(s) 2/  
  - Delivery Pressure (p.s.i.g.) Not less than 3/  
  - Delivery Pressure (p.s.i.g.) Not greater than 3/  

Notes: [Insert as applicable]

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
Hourly No-Notice Firm Transportation Service Agreement
Rate Schedule NNTH

between
El Paso Natural Gas Company, L.L.C.
and _____________ (Shipper)
Dated: ________________

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
   Maximum Quantity and Minimum Quantity - Meter (dth/d)
   -or-
   Maximum Quantity and Minimum Quantity - D-Code (dth/d)
   Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

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 NNTH or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- and/or -
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) _______________(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT-1

Agreement No.__________________

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE IT-1
Between
EL PASO NATURAL GAS COMPANY, L.L.C.
And

__________________________
(Shipper)

DATED:____________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

Issued on: April 30, 2018
Effective on: June 1, 2018
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE IT-1

Agreement No.______________

Transportation Service Agreement
Rate Schedule IT-1
Dated:__________

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: _______________________________

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 Receipt Point(s) and Delivery Point(s) shall be on an interruptible basis 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.

Receipt and Delivery Points: Shipper may request service at any eligible Receipt Point or Delivery Point on El Paso's System. Transporter shall deliver thermally equivalent quantities of Natural Gas at the Delivery Points less L&U and, if applicable, less Fuel.
6. Rates and Surcharges: As set forth in Exhibit A. 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 IT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

8. Negotiated Rate: Yes________   No________

9. Term of Interruptible Transportation Service: ________________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

   To Shipper:
   __________________________
   __________________________
   __________________________
   Attn: __________________________

   To Transporter: See “Points of Contact” in the Tariff.

11. Effect on Prior Agreement(s): __________________________

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

____________________________

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

____________________________

____________________________

____________________________

Accepted and agreed to this
_____day of ___________, _______.

Accepted and agreed to this
_____day of ___________, _______.

Issued on: April 30, 2018

Effective on: June 1, 2018
EXHIBIT A

To The
Interruptible Transportation Service Agreement
Rate Schedule IT-1

between
El Paso Natural Gas Company, L.L.C.
and ________________ (Shipper)
Dated: ______________

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Usage Rate 1/
Fuel 2/
Surcharges 3/

Notes: [Insert as applicable]

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 IT-1 or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)] As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) ______________. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)] As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) ______________.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IHSW

Agreement No.______________

INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT

RATE SCHEDULE IHSW

Between

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

And

____________________________
(Shipper)

DATED:_________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE IHSW

Agreement No.______________

Swing Service Agreement
Rate Schedule IHSW
Dated:_________

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: ______________________________

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. Hourly swing service provided at Delivery Point(s) shall be on an interruptible basis in accordance with the Tariff.

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

6. Delivery Point/Paths and Pressures: As specified in Shipper's related TSAs.

7. Rates and Surcharges: As set forth in Exhibit A. 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 IHSW and Section 4.17 or Section 4.18 of the GT&C.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.
8. Negotiated Rate: Yes ________  No ________

9. Term of Interruptible Hourly Swing Service: ________________________

   [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

    To Shipper:

          _________________________________
          _________________________________
          _________________________________
    Attn:  _________________________________

    To Transporter: See “Points of Contact” in the Tariff.

11. Effect on Prior Agreement(s): _________________________________

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

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

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

    Accepted and agreed to this  Accepted and agreed to this
    ____day of ___________, ________  ____day of ___________, ________.
EXHIBIT A

To The
Interruptible Hourly Swing Service Agreement
Rate Schedule IHSW

between
El Paso Natural Gas Company, L.L.C.
and ____________ (Shipper)
Dated: ________________

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Usage Rate 1/
Surcharges 2/

Notes: [Insert as applicable]

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 IHSW or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) ______________. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) ______________.

2/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE ISS

Agreement No.______________

INTERRUPTIBLE STORAGE SERVICE AGREEMENT
RATE SCHEDULE ISS

Between

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

And

__________________________________
(Shipper)

DATED:______________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)
FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE ISS

Agreement No.______________

Storage Service Agreement
Rate Schedule ISS
Dated:_______

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: ______________________________

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. Storage service shall be provided on an interruptible basis in accordance with the Tariff.

6. Rates and Surcharges: As set forth in Exhibit A, 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 ISS and Section 4.17 or Section 4.18 of the GT&C.

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

7. Negotiated Rate: Yes ________ No ________

8. Term of Interruptible Storage Service: ________________________

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]
9. Notices, Statements, and Bills:

To Shipper:
______________________________

Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

10. Effect on Prior Agreement(s): _________________________________

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

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

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

______________________________  __________________________

______________________________  __________________________

______________________________  __________________________

Accepted and agreed to this
____day of __________, ______.  Accepted and agreed to this
____day of __________, ______.
EXHIBIT A

To The
Interruptible Storage Service Agreement
Rate Schedule ISS

between
El Paso Natural Gas Company, L.L.C.
and ______________ (Shipper)
Dated: _____________________

The following data elements shall be described on this Exhibit A, if applicable:

- Effective Dates
- Storage Inv Rate 1/
- Injection Rate 1/
- Withdrawal Rate 1/
- Fuel 2/
- Surcharges 3/

Notes: [Insert as applicable]

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 ISS or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) _______________. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]

As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) _______________.

2/ Fuel 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.
INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL

Between

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

And

__________________________________

(Shipper)

DATED:____________________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE PAL

Agreement No.______________

Interruptible Parking and Lending Service Agreement
Dated:__________

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: ______________________________

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 and the associated Park and Loan Service Request Order(s) (“PAL RO”) 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 and the associated PAL RO(s) 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 such changes in its rates and terms of service as it deems necessary, and this Agreement and the associated PAL RO(s) 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. Parking and Lending Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis,

   (a) hold (park) the quantity nominated to be parked for Shipper's account at the designated PAL Point on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw of such quantity at the same point on the designated date(s) in the PAL RO;

   (b) advance (loan) quantities of Natural Gas nominated by Shipper at the PAL Point on the designated date(s) specified in Shipper's PAL RO and approved by Transporter. Shipper shall pay back such advanced quantities on the designated date(s) at the same point where the loan occurred as set forth in the PAL RO.

6. Rates and Surcharges: As set forth in the PAL RO.
7. Term of Parking and Lending Service: ________________

This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by 30-Day written notice from one Party to the other. (Use only when applicable.)

8. Effect on Prior Agreement(s): ____________________________

9. Contact Information:

To Shipper: __________________________
______________________________
______________________________
Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

10. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS WHEREOF, 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 handwritten signature.

SHIPPER: __________________________
______________________________
______________________________

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

______________________________
______________________________
______________________________

Accepted and agreed to this

_____ day of _________. _____.

Accepted and agreed to this

_____ day of _________. _____.

Request Order No.______________
PAL SERVICE REQUEST ORDER ("PAL RO")
related to
INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
RATE SCHEDULE PAL

between

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

and

_________________________
(Shipper)

Dated:___________

1. PAL Agreement No:_________________ Type of Service: Park_______ Loan_______
2. Maximum PAL Quantity:____________(Dth)
3. PAL Point:_____________________________________________________

4. Schedule:

<table>
<thead>
<tr>
<th>Date(s) Service to be Provided</th>
<th>Daily PAL Quantity (Dth)</th>
</tr>
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<tr>
<td>(May Reflect a Range of Dates)</td>
<td>(May Reflect a Range of Quantities)</td>
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<tr>
<td>From</td>
<td>Through</td>
</tr>
<tr>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>______</td>
<td>______</td>
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<td>______</td>
<td>______</td>
</tr>
<tr>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount rate or a negotiated rate apply pursuant to Section 4.17 or Section 4.18 of the GT&C, respectively, such rate shall apply for only parked or loaned quantities withdrawn or paid back on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in this PAL RO.

| From | Through | PAL Rate |
| ______ | ______ | ______ |
6. Negotiated Rate: Yes ________ No ________

7. Contact Information:

To Shipper: __________________________
__________________________
__________________________
Attn: __________________________

To Transporter: See “Points of Contact” in the Tariff.

IN WITNESS WHEREOF, the parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

SHIPPER: 
__________________________
__________________________
__________________________

TRANSPORTER: EL PASO NATURAL GAS COMPANY, L.L.C.
__________________________
__________________________

Accepted and agreed to this ______ day of __________, _____.

Accepted and agreed to this ______ day of __________, _____.
FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE OPAS

Agreement No.__________________

OPERATOR POINT AGGREGATION SERVICE AGREEMENT

RATE SCHEDULE OPAS

Between

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

And

__________________________
(Shipper)

DATED:______________________

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)
FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE OPAS

Agreement No.______________
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
Dated: __________

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: ______________________________

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: ______________________
   (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. (Use only when applicable.)

7. Notices and Statements:

   To DP Operator:
   ______________________________
   ______________________________
   ______________________________
   Attn: __________________________

   To Transporter: See “Points of Contact” in the Tariff.

8. Effect on Prior Agreement(s): ________________________________

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.

____________________________
____________________________
____________________________

Accepted and agreed to this
Accepted and agreed to this

____day of ___________, _______.
____day of ___________, _______.

Issued on: September 20, 2016
Effective on: October 1, 2017
EXHIBIT A

To The
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
between
El Paso Natural Gas Company, L.L.C.
and _____________ (DP Operator)
Dated: _____________________

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."

The following data elements shall be described on this Exhibit A, if applicable:

- Maximum Delivery Obligation ("MDO")
- Maximum Hourly Obligation ("MHO")
- D-Code
- Meter Point Identification Name (PIN)
- Date and Quantity (dth/d and dth/h)
- Pressure Obligation

Meters designated for alternative use pursuant to Section 2.8 of Rate Schedule OPAS:

- Maximum Delivery Obligation ("MDO")
- Maximum Hourly Obligation ("MHO")
- D-Code
- Meter PIN
- Date and Quantity (dth/d and dth/h)

*Conditions: (If applicable)
GRAPHICAL ILLUSTRATIONS

Section 1  North/South System Map
NON-CONFORMING AGREEMENTS

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<tr>
<th>Section</th>
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<td>Duncan Valley Electric Cooperative, Inc. #982J</td>
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Section 42  UNS Gas, Inc. Letter Agreement
Section 43  UNS Gas, Inc. #FT3AB000
Section 44  UNS Gas, Inc. #H222P000
Section 45  UNS Gas, Inc. #H3229000
Section 46  Texas Gas Service Company #H322A000
Section 47  Salt River Project Letter Agreement
Section 48  Salt River Project #H222T000
Section 49  Salt River Project #OA237000
Section 50  Texas Gas Service Company Letter Agreement
Section 51  Texas Gas Service Company #FT3CP000
Section 52  Texas Gas Service Company #H322B000
Section 54  Texas Gas Service Company #OA232000
Section 55  City of Plains, Texas Letter Agreement
Section 56  City of Plains, Texas #FX225000
Section 57  City of Morton, Texas Letter Agreement
Section 58  City of Morton, Texas #FX226000
Section 59  City of McLean, Texas Letter Agreement
Section 60  City of McLean, Texas #FX223000
Section 61  City of Denver City, Texas Letter Agreement
Section 62  City of Denver City, Texas #FX227000
Section 63  City of Whiteface, Texas Letter Agreement
Section 64  City of Whiteface, Texas #FX222000
Section 65  City of Dumas, Texas Letter Agreement
Section 66  City of Dumas, Texas #FX224000
Section 67  Village of Corona, NM Letter Agreement
Section 68  Village of Corona, NM #FX229000
Section 69  Town of Mountainair, NM Letter Agreement
Section 70  Town of Mountainair, NM #FX228000
Section 71  City of Lordsburg, NM Letter Agreement
Section 72  City of Lordsburg, NM #FX22B000
Section 73  E.M.W. Gas Association Letter Agreement
Section 74  E.M.W. Gas Association #FX22A000
Section 75  ConocoPhillips Company Letter Agreement
Section 76  XTO Energy Inc. #613717-FT1EPNG
Section 77  ConocoPhillips Company #FT3EA000
Section 78  Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79  Public Service Company of New Mexico Letter Agreement
Section 80  Public Service Company of New Mexico #FT3EQ000
Section 81  Public Service Company of New Mexico #FT3ER000
Section 82  Public Service Company of New Mexico #FT3ET000
Section 83  Public Service Company of New Mexico #FT3EU000
Section 84  Public Service Company of New Mexico #H222W000
Section 85  Public Service Company of New Mexico #H222X000
Section 86  New Mexico Gas Company, Inc. Letter Agreement
| Section 87 | New Mexico Gas Company, Inc. #FT3FV000 |
| Section 88 | New Mexico Gas Company, Inc. #FT3FW000 |
| Section 89 | New Mexico Gas Company, Inc. #FT3FX000 |
| Section 90 | New Mexico Gas Company, Inc. #FT3FY000 |
| Section 91 | Comisión Federal de Electricidad #FT3H4000 |
| Section 92 | Arizona Public Service Company #613904-FH8EPNG |
| Section 93 | XTO Energy Inc. #613719-FT1EPNG |
| Section 94 | Pioneer Natural Resources USA, Inc. Letter Agreement |
| Section 95 | Pioneer Natural Resources USA, Inc. #FT3HH000 |
| Section 96 | Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG |
| Section 97 | Arizona Public Service Company #OA239000 |
| Section 98 | Apache Corporation #612956-FT1EPNG |
| Section 99 | Atmos Energy Corporation #H2232000 |
| Section 100 | Atmos Energy Corporation #H222Y000 |
| Section 101 | Atmos Energy Corporation #H222Z000 |
| Section 102 | WPX Energy Marketing, LLC #FT3HG000 |
| Section 103 | Atmos Energy Corporation #FT3J9000 |
| Section 104 | Atmos Energy Corporation #613502000-FT1EPNG |
| Section 105 | Atmos Energy Corporation #613503000-FT1EPNG |
| Section 106 | Atmos Energy Corporation #613504000-FT1EPNG |
| Section 107 | Sempra Gas & Power Marketing, LLC #614012-FT1EPNG |
| Section 108 | Salt River Project Agricultural Improvement #611550-FT1EPNG |
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Anadarko Energy Services Company

Dated: June 15, 2016
Transportation Service Agreement
Rate Schedule FT-1
Dated: June 15, 2016

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:** ANADARKO ENERGY SERVICES COMPANY

3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided therein. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** 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 the 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 legally effective and binding greenhouse gas laws, rules or regulations. If (a) 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 under its Tariff, and (b) such amounts are recoverable only through Transporter’s FERC-approved recourse rates, the...
fixed negotiated Reservation Rate for service hereunder set forth on Exhibit B shall be increased by the amount of Transporter’s maximum Reservation Rate under Rate Schedule FT-1 that is expressly attributable to such Greenhouse Gas Emissions Costs.

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

8. **Negotiated Rate Agreement:** Yes [X] No [______]

9. **Term of Agreement:**

   Beginning: The date of the FERC’s acceptance for filing of this Agreement (“Commencement Date”).

   Ending: If the Commencement Date is on the first day of the month, this Agreement shall terminate five (5) years from the Commencement Date, but if the Commencement Date is on a day other than the first day of the month, this Agreement shall terminate five (5) years from the first day of the month following the Commencement Date (such date being the “Ending Date”), and the period between the Commencement Date and the Ending Date being the “Term”), subject to the right of first refusal and one-time extension right set forth below.

If the FERC for any reason does not accept this Agreement for filing, then Transporter and Shipper shall negotiate in good faith and enter into an amended Firm Transportation Service Agreement so as to (i) effect the original intent of the parties as closely as possible in order that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible and (ii) facilitate approval of the amended agreement by the FERC. In such event, Transporter shall seek FERC approval of the amended Firm Transportation Service Agreement as soon as reasonably practicable.

A contractual right of first refusal shall apply to this Agreement, which shall be exercisable and administered pursuant to Section 4.14 of the General Terms and Conditions. In addition, Shipper shall have a one-time right to extend the Term of this Agreement at the negotiated rate set forth on Exhibit B, for a minimum term of three (3) years and a maximum term of five (5) years, for a minimum quantity of 25,000 Dth/day and a maximum quantity of 50,000 Dth/day, upon at least one (1) years’ written notice prior to the Ending Date.

**Construction of Facilities:** The Parties recognize that Transporter must construct the Ramsey North Receipt Meter Station capable of measuring four hundred and fifty thousand (450,000) dekatherms per day, and designed for future modification to allow the meter station to provide bi-directional measurement (the “Ramsey North Meter Station Facilities”) in order to provide transportation service from the Primary Receipt Point set forth in this Agreement.
10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3GQ000 originally dated April 15, 2016.

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

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<td>50,000</td>
<td>See Section 9 above.</td>
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12. **Notices, Statements, and Bills:**

**To Shipper:** Anadarko Energy Services Company  
1200 Timberloch Place  
The Woodlands, TX  77380  
Attn: Brent Beitler

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

13. **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.

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. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
16. **Creditworthiness**: Shipper shall demonstrate, and maintain throughout the Term of this Agreement, satisfaction of creditworthiness in the manner set forth below. If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's, or Shipper’s long-term issuer rating is at least A- by S&P or A3 by Moody’s (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); (ii) Shipper is not under review for a possible downgrade by S&P and/or Moody’s to a level below that set forth in this (i) above; and (iii) the sum of twelve (12 months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the Commencement Date of this Agreement is less than ten percent (10%) of Shipper’s Tangible Net Worth. For purposes of this section, “Tangible Net Worth” shall mean total assets – (liabilities + intangible assets). If on the Commencement Date of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at Shipper’s option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, in a form acceptable to Transporter, that is issued by another person or entity which satisfies the creditworthiness standards set forth above, in an amount equal to three (3) years of the fixed negotiated Reservation Rates under this Agreement; (ii) an irrevocable letter of credit in a form acceptable to Transporter that is issued by a bank acceptable to Transporter, in an amount equal to three (3) years of the fixed negotiated Reservation Rates under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis. Transporter shall not be required to perform or to continue service under its Tariff on behalf of Shipper if Shipper becomes insolvent, or fails to satisfy its payment obligations in accordance with Sections 12.2 or 12.3 of the GT&Cs of Transporter’s Tariff, or who fails to demonstrate creditworthiness as set forth in this Paragraph. For purposes of this paragraph, insolvency shall be established as set forth in Section 4.16 of the GT&Cs of Transporter’s Tariff. Except as expressly incorporated herein, the remaining portions of Section 4.16 shall be pre-empted by the terms of this Paragraph 16.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**ANADARKO ENERGY SERVICES COMPANY**

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

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

By: ____________________________

Gregory W. Ruben

Vice President – Business Development

Date: ____________________________

Issued on: June 24, 2016

Effective on: August 1, 2016
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 1.1 - Anadarko Energy #FT3GQ000 Exhibit A
Version 5.0.0

Agreement No. FT3GQ000

Exhibit A
To The
Transportation Service Agreement
Between El Paso Natural Gas Company, L.L.C. (Transporter) and
Anadarko Energy Services Company (Shipper)
Dated: June 15, 2016

Effective Dates: See ¶9

| Primary Receipt Point(s)/Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s)/Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|----------------------------------------------------------|---------------------|----------------------------------------------------------|---------------------|----------|---------|---------|------|-----|-----|-----|-----|-----|-------|----------|--------|----------|-----------|
| IRAMSEYN 1401827                                        | KEYTRAN 1298028     | VA                                                       |                     |          | 50,000  | 50,000  | 50,000| 50,000| 50,000| 50,000| 50,000| 50,000| 50,000  | 50,000  | 50,000   | 50,000   |

TRANSPORTATION CONTRACT DEMAND

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<th>Meter Loc Code(s)</th>
<th>Description</th>
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<td>Ramsey North Receipt</td>
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Issued on: June 24, 2016

Effective on: August 1, 2016
Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
### Exhibit B
To The
Transportation Service Agreement
between El Paso Natural Gas Company, L.L.C. (Transporter) and Anadarko Energy Services Company. (Shipper)
Dated: June 15, 2016

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<th>Primary Receipt Point(s)</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<tbody>
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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶9</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML PER</td>
<td>All Delivery points available in the Permian Basin as of the effective date of this agreement</td>
<td>216824</td>
<td>See ¶9</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

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 $4.28267 which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate.

Issued on: June 24, 2016

Effective on: August 1, 2016
2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties. Shipper shall not be responsible for any modernization surcharges (as such are described in FERC Docket No. PL15-1-000), even if such surcharges are otherwise authorized in Transporter's Tariff.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 15, 2018
Transportation Service Agreement

Rate Schedule FT-1

Dated: October 15, 2018

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: SEMPRA GAS & POWER MARKETING, LLC**

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

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

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

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the additional facilities, in a form and substance satisfactory to Transporter in its sole discretion.

If the immediately preceding conditions are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

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"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>29,450</td>
<td>May</td>
</tr>
<tr>
<td>25,197</td>
<td>June</td>
</tr>
<tr>
<td>25,179</td>
<td>July</td>
</tr>
<tr>
<td>28,833</td>
<td>August</td>
</tr>
<tr>
<td>29,450</td>
<td>September</td>
</tr>
<tr>
<td>12,794</td>
<td>October</td>
</tr>
<tr>
<td>8,472</td>
<td>November</td>
</tr>
<tr>
<td>7,581</td>
<td>December and January</td>
</tr>
<tr>
<td>7,580</td>
<td>February</td>
</tr>
<tr>
<td>8,471</td>
<td>March</td>
</tr>
<tr>
<td>12,794</td>
<td>April</td>
</tr>
</tbody>
</table>

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

   **Beginning:** The later of (a) the in-service date of the South Mainline expansion facilities or (b) May 1, 2020 ("Commencement Date")

   **Ending:** Three hundred-two (302) months from the Commencement Date.

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

   **To Shipper:** SEMPRAGAS & POWER MARKETING, LLC
   488 8th Ave HQ 11N1
   San Diego, CA 92101
   Attn: Leila Tanbouz

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Issued on: May 29, 2020
Effective on: July 1, 2020
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 handwritten signature.

EL PASO NATURAL GAS COMPANY, L.L.C.  SEMPRA GAS & POWER MARKETING, LLC

________________________________________  ____________________________________________

Accepted and agreed to this  Accepted and agreed to this

_______ day of ________________ , 2018.  _______ day of ________________ , 2018.
## EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 15, 2018

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

**Effective Dates:** See ¶11

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
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<th>Marc h</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<td>29,450</td>
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<td>6,000</td>
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<tr>
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<td>DSCEALERR</td>
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<td>SS1</td>
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<td>29,450</td>
<td>12,194</td>
<td>8,472</td>
<td>7,581</td>
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**Transitiorn Contract Demand**

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

<table>
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<tr>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
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</thead>
<tbody>
<tr>
<td>7,581</td>
<td>6,000</td>
</tr>
<tr>
<td>2,472</td>
<td>12,194</td>
</tr>
</tbody>
</table>

**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.

---

**Issued on:** May 29, 2020  
**Effective on:** July 1, 2020
EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

betwe en
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: October 15, 2018

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s)</th>
<th>Primary Delivery Point(s) / Location(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td></td>
<td>See ¶11</td>
<td></td>
<td></td>
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<table>
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<th>Alternate Delivery Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
<th>Point Identification Number (PIN)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBRICOBIND</td>
<td>IMSQUI TE</td>
<td>801185</td>
<td>398670</td>
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</tr>
<tr>
<td>KEYSTONE</td>
<td>IGRIFFTH</td>
<td>302132</td>
<td>320614</td>
<td></td>
<td>See ¶11</td>
<td>(1a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLANCO</td>
<td>IARLVAL</td>
<td>300714</td>
<td>314985</td>
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<td>BONDADST</td>
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<td>300724</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

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

1a/ As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discounted rate(s): the California maximum reservation rate (currently $12.5875 per Dth per Month). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1

Issued on: May 29, 2020
Effective on: July 1, 2020
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

ConocoPhillips Company

Dated: May 1, 2014
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:** CONOCOPHILLIPS COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

9. **Negotiated Rate Agreement:** Yes [X] No ______

10. **Term of Agreement:**
    - Beginning: October 1, 2006
    - Ending: April 30, 2024

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

**Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT276000 originally dated October 1, 2006 and last amended and restated by agreement dated October 1, 2013.
11. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,000</td>
<td>May 1, 2014 – April 30, 2024</td>
</tr>
</tbody>
</table>

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

   **To Shipper:** ConocoPhillips Company  
   600 N. Dairy Ashford  
   Houston, TX 77079  
   Attn: Nicholas E. Rassinier (Notices)  
   Attn: Natural Gas Accounting (Invoices)

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

   **IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

   **CONOCOPHILLIPS COMPANY**

   By____________________________  
   Name_________________________  
   Title_________________________  
   Date__________________________

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

   By____________________________________  
   Will W. Brown  
   Director of Marketing  
   Date___________________________________

   **Issued on:** March 28, 2014  
   **Effective on:** May 1, 2014
EXHIBIT A  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and ConocoPhillips Company (Shipper)  
Dated: May 1, 2014

Effective Dates: May 1, 2014 - April 30, 2024

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
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<th>December</th>
</tr>
</thead>
<tbody>
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<td>35,000</td>
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</table>

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

| TRANSPORTATION CONTRACT DEMAND | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Issued on: March 28, 2014  
Effective on: May 1, 2014
Effective Dates: May 1, 2014 - April 30, 2024

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Meter No.</th>
<th>Meter DRN Code(s)</th>
<th>Description</th>
<th>Delivery Pressure (p.s.i.g.) Not less than</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than</th>
</tr>
</thead>
<tbody>
<tr>
<td>IPHHUTCH</td>
<td>204992</td>
<td>14852</td>
<td>204992</td>
<td>Phillips Hutchinson</td>
<td>700</td>
<td></td>
</tr>
</tbody>
</table>

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 delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility. The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and ConocoPhillips Company (Shipper)
Dated: May 1, 2014

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>May 1, 2014 - April 30, 2024</td>
<td>(1a)</td>
<td></td>
<td></td>
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<th>Receipt DRN Code(s)</th>
<th>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Effective Dates</th>
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</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the Texas rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $6.3875 per Dekatherm per month. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff.

Effective May 1, 2019, the negotiated reservation rate shall increase to $6.6917 per Dekatherm per month.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement  
Rate Schedule FT-1  

between  

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

and  

Navajo Tribal Utility Authority  

Dated: July 1, 2014
Transportation Service Agreement
Rate Schedule FT-1
Dated: July 1, 2014

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:** NAVajo TRIBAL UTILITY AUTHORITY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes _______ No X

9. **Term of Agreement:**
   - Beginning: February 1, 2007
   - Ending: June 30, 2029

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2AN000 originally dated February 1, 2007 and last amended and restated by agreement dated August 1, 2008.
11. **Transportation Contract Demand ("TCD")**:

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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</thead>
<tbody>
<tr>
<td>3,208</td>
<td>January</td>
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<tr>
<td>3,126</td>
<td>February</td>
</tr>
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<td>2,309</td>
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</tr>
<tr>
<td>1,497</td>
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<td>925</td>
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<td>933</td>
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<td>898</td>
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<td>October</td>
</tr>
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<td>2,467</td>
<td>November</td>
</tr>
<tr>
<td>2,650</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:** Navajo Tribal Utility Authority  
P.O. Box 170  
Fort Defiance, AZ 86504-0170  
Attn: General Manager

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

13. **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.

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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**NAVAJO TRIBAL UTILITY AUTHORITY**  
By____________________________  
Name__________________________  
Title__________________________  
Date__________________________

**EL PASO NATURAL GAS COMPANY, L.L.C.**  
By____________________________________  
Will W. Brown  
Director of Marketing  
Date___________________________________

Issued on: May 30, 2014  
Effective on: July 1, 2014
EXHIBIT A  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Navajo Tribal Utility Authority (Shipper)  
Dated: July 1, 2014

Effective Dates: July 1, 2014 – June 30, 2029

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d)</th>
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<td>216750</td>
<td>DNTUASJE</td>
<td>216803</td>
<td>SN1</td>
<td>January: 1,878, February: 1,830, March: 1,351, April: 876, May: 541, June: 546, July: 547, August: 525, September: 712, October: 1,444, November: 1,551</td>
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<tr>
<td>TRANSPORTATION CONTRACT DEMAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,208 3,126 2,309 1,497 925 933 934 898 1,216 2,467 2,650</td>
</tr>
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Shipper's Transportation Contract Demand: See Paragraph 11
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and
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<th>April</th>
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<tr>
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<td>1,830</td>
<td>1,351</td>
<td>876</td>
<td>541</td>
<td>546</td>
<td>546</td>
<td>547</td>
<td>525</td>
<td>712</td>
<td>1,444</td>
<td>1,551</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract Meter Quantity (CMQ(s)) 2/

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Navajo Tribal Utility Authority (Shipper)
Dated: July 1, 2014

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>July 1, 2014 - June 30, 2029</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Reserved
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

City of Las Cruces, New Mexico

Dated: July 1, 2014
Transportation Service Agreement
Rate Schedule FT-1
Dated: July 1, 2014

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 LAS CRUCES, NEW MEXICO

3. Applicable Tariff: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. 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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. Negotiated Rate Agreement: Yes________ No X

   Ending: June 30, 2024

   A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2AJ000 originally dated February 1, 2007 and last amended and restated by agreement dated August 1, 2008.

Issued on: May 30, 2014
Effective on: July 1, 2014
11. **Transportation Contract Demand ("TCD"):**

<table>
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<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>11,379</td>
<td>January</td>
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<td>11,143</td>
<td>February</td>
</tr>
<tr>
<td>7,179</td>
<td>March</td>
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<tr>
<td>5,387</td>
<td>April</td>
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<tr>
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<tr>
<td>4,756</td>
<td>September</td>
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<tr>
<td>5,655</td>
<td>October</td>
</tr>
<tr>
<td>9,176</td>
<td>November</td>
</tr>
<tr>
<td>9,967</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:**
City of Las Cruces, New Mexico  
680 Motel Blvd.  
Las Cruces, New Mexico 88007  
Attn: Director of Utilities

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

13. **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.

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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**CITY OF LAS CRUCES, NEW MEXICO**  
By____________________________________  
Name_________________________  
Title__________________________  
Date__________________________

**EL PASO NATURAL GAS COMPANY, L.L.C.**  
By____________________________________  
Name_________________________  
Title__________________________  
Date__________________________  
Will W. Brown  
Director of Marketing

Issued on: May 30, 2014  
Effective on: July 1, 2014
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and City of Las Cruces, New Mexico (Shipper)
Dated: July 1, 2014

Effective Dates: July 1, 2014 - June 30, 2024

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|-----------|---------|----------|-------|-------|-----|------|------|-------|--------|----------|---------|---------|----------|
| BLANCO                                                      | 216748              | DLASCLAS                                                   | 216761              | CC1       | 1,051   | 2,220    | 1,171 | 1,469 | 1,742| 2,188| 2,187| 2,186| 1,817  | 1,686    | 1,697   | 988     |
| KEYSTONE                                                   | 216750              | DLASCLAS                                                   | 216761              | SS1       | 10,328  | 8,923    | 6,008 | 3,918 | 2,957| 2,753| 2,756| 2,759| 2,939  | 3,969    | 7,479   | 8,979   |

**Maximum Quantity - D-Code (Dth/d) I/**

| TRANSPORTATION CONTRACT DEMAND | 11,379  | 11,143  | 7,179   | 5,387   | 4,699   | 4,941   | 4,943   | 4,945   | 4,756   | 5,655   | 9,176   | 9,967   |

Shipper’s Transportation Contract Demand: See Paragraph 11
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
and City of Las Cruces, New Mexico (Shipper)
Dated: July 1, 2014

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<td>11,143</td>
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<td>9,967</td>
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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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A  

EXHIBIT B  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and City of Las Cruces, New Mexico (Shipper)  
Dated: July 1, 2014  

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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Reserved
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

City of Mesa, Arizona

Dated: December 22, 2017

Issued on: January 29, 2018  Effective on: March 1, 2018
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.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate Agreement:** Yes_______  No______ X

Issued on: January 29, 2018

Effective on: March 1, 2018
10. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
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<td>March</td>
</tr>
<tr>
<td>7,775</td>
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</tr>
<tr>
<td>8,567</td>
<td>May</td>
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<tr>
<td>5,551</td>
<td>June</td>
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<td>8,898</td>
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<tr>
<td>10,880</td>
<td>December</td>
</tr>
<tr>
<td>14,372</td>
<td>January</td>
</tr>
<tr>
<td>11,454</td>
<td>February</td>
</tr>
</tbody>
</table>

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

- **Beginning:** February 1, 2007
- **Ending:** June 30, 2025

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

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

- **To Shipper:**
  City of Mesa, Arizona  
  640 North Mesa Drive  
  P.O. Box 1466  
  Mesa, AZ  85211-1466
  Attn: Director, Energy Resources Department

- **To Transporter:**
  See “Points of Contact” in the Tariff.

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2AE000-FT1EPNG (formerly designated as FT2AE000) originally dated February 1, 2007 and last amended and restated by agreement dated July 1, 2014.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

CITY OF MESA, ARIZONA

By____________________________
Name__________________________
Title__________________________
Date__________________________
Accepted and agreed to this ________day of____________________

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

By____________________________
Name__________________________
Title__________________________
Date__________________________
Accepted and agreed to this ________day of____________________
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and City of Mesa, Arizona (Shipper)

Dated: December 22, 2017

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: March 1, 2018 - June 30, 2025

<table>
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<th>Primary Receipt PIN Name</th>
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<td>6,381</td>
<td>8,898</td>
<td>10,880</td>
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Maximum Quantity-D-Code (Dth/d) 1/
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and City of Mesa, Arizona (Shipper)

Dated: December 22, 2017

Effective Dates: March 1, 2018 - June 30, 2025

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<th>Meter No.</th>
<th>Description</th>
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<th>Feb</th>
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<th>June</th>
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<td>300</td>
<td>471</td>
<td>245</td>
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</tr>
</tbody>
</table>

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. (Transporter)
and City of Mesa, Arizona (Shipper)

Dated: December 22, 2017

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

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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA: The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Reserved
Reserved
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Comision Federal de Electricidad

Dated: October 1, 2014
Transportation Service Agreement
Rate Schedule FT-1
Dated: October 1, 2014

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:** COMISION FEDERAL DE ELECTRICIDAD
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate Agreement:** Yes X No_____
9. **Term of Agreement:**
   - **Beginning:** October 1, 2014
   - **Ending:** September 30, 2035
   Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extensions thereof, to be administered in accordance with the notice provisions of the Tariff.
10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.
11. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
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<td>October 1, 2014 – October 31, 2017</td>
</tr>
<tr>
<td>200,000</td>
<td>November 1, 2017 – September 30, 2035</td>
</tr>
</tbody>
</table>

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

**To Shipper:** Comision Federal de Electricidad
Periferico Sur No. 4156. Piso 2
Col. Fuentes del Pedregal
C.P. 01900 Mexico, D.F.
Attn: Lic. Jorge Granados Monroy

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

13. **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.

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a “Section 14(a) Shipper”), then the Section 14(a) Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper’s long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement, and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper’s Tangible Net Worth. For purposes of this Section 14(a), “Tangible Net Worth” shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement, a Section 14(a) Shipper’s S&P or Moody’s rating falls below the levels described above, or a Section 14(a) Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that the Section 14(a) Shipper’s ratings are below that level or a Section 14(a) Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If a Section 14(a) Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Section 14(a) Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).
(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’s creditworthiness, as set forth above, 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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within ten (10) business days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

COMISION FEDERAL DE ELECTRICIDAD EL PASO NATURAL GAS COMPANY, L.L.C.

By____________________________________ By____________________________________
Francisco de la Parra Diaz de León
Subdirector de Energéticos

Date__________________________ Date__________________________
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: If the in-service date of the Sierrita Pipeline (as described in FERC Docket No. CP13-73-000) ("Sierrita In-Service Date") is on or before October 1, 2014, then from October 1, 2014, through October 31, 2014, or if the Sierrita In-Service Date is after October 1, 2014, but before October 31, 2014, then from the Sierrita In-Service Date through October 31, 2014

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
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Effective Dates: If the Sierrita In-Service Date is after October 1, 2014, then from October 1, 2014 through the earlier of the Sierrita In-Service Date or October 31, 2014

<table>
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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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</table>
EXHIBIT A
To The Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: If the Sierrita In-Service Date is on or before November 1, 2014, then from November 1, 2014, through October 31, 2017, or if the Sierrita In-Service Date is after November 1, 2014, but before October 31, 2017, then from the Sierrita In-Service Date through October 31, 2017

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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
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Effective Dates: If the Sierrita In-Service Date is after November 1, 2014, then from November 1, 2014 through the earlier of the Sierrita In-Service Date or October 31, 2017

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</tbody>
</table>
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: November 1, 2017 - September 30, 2020

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|-----------|---------|---------|-------|------|-----|-----|------|------|--------|-----------|---------|----------|-----------|
| BLANCO                                                      | 216748              | TBD (SIERRITA)                                              | TBD                 | CC1       | 85,300  | 15,300  | 15,300| 5,200| 5,200| 5,200| 5,200| 5,200| 5,200  | 15,300    | 45,900  |
| BLANCO                                                      | 216748              | TBD (SIERRITA)                                              | TBD                 | NS3       | 37,600  | 107,600 | 107,600| 117,700| 117,700| 117,700| 117,700| 117,700| 117,700| 117,700| 107,600| 77,000  |
| BLANCO                                                      | 216748              | DSCALEHR                                                   | 42124              | CC1       | 37,100  | 37,100  | 37,100| 37,100| 37,100| 37,100| 37,100| 37,100| 37,100  | 37,100  |
| ANADARKO                                                    | 216823              | TBD (SIERRITA)                                              | TBD                 | AN2-CC1   | 40,000  | 40,000  | 40,000| 40,000| 40,000| 40,000| 40,000| 40,000  | 40,000  |
| TRANSPORTATION CONTRACT DEMAND                            |                     |                                                             |                     |           | 200,000 | 200,000 | 200,000| 200,000| 200,000| 200,000| 200,000 | 200,000 | 200,000 |

Effective Dates: October 1, 2020 - September 30, 2035

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|-----------|---------|---------|-------|------|-----|-----|------|------|--------|-----------|---------|----------|-----------|
| BLANCO                                                      | 216748              | TBD (SIERRITA)                                              | TBD                 | CC1       | 85,335  | 84,300  | 84,865| 89,465| 75,140| 54,570| 43,465| 48,250| 65,535  | 77,640  | 67,200  | 86,050  |
| BLANCO                                                      | 216748              | TBD (SIERRITA)                                              | TBD                 | NS3       | 37,565  | 38,600  | 38,035| 33,435| 47,760| 68,330| 79,415| 74,650| 57,365  | 45,260  | 55,700  | 36,850  |
| BLANCO                                                      | 216748              | DSCALEHR                                                   | 42124              | CC1       | 37,100  | 37,100  | 37,100| 37,100| 37,100| 37,100| 37,100| 37,100| 37,100  | 37,100  |
| ANADARKO                                                    | 216823              | TBD (SIERRITA)                                              | TBD                 | AN2-CC1   | 40,000  | 40,000  | 40,000| 40,000| 40,000| 40,000| 40,000| 40,000  | 40,000  |
| TRANSPORTATION CONTRACT DEMAND                            |                     |                                                             |                     |           | 200,000 | 200,000 | 200,000| 200,000| 200,000| 200,000| 200,000 | 200,000 | 200,000 |

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
### EXHIBIT B

To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
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<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $13.2399 per Dekatherm per month. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Reserved
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

El Paso Electric Company

Dated: June 1, 2013
Transportation Service Agreement
Rate Schedule FT-H
Dated: June 1, 2013

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:** EL PASO ELECTRIC COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. **Firm Hourly Transportation Service:** Sixteen Hour Peaking “FTH-16.” Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

9. **Negotiated Rate Agreement:** Yes______  No  X

10. **Term of Agreement:**
    
    **Beginning:** October 1, 2007
    **Ending:** December 31, 2033

11. **Project**

    A. It is anticipated that EPNG will use its blanket certificate authority under FERC policy, e.g., FERC regulations Part 157, Subpart F, to construct approximately three-quarters of a mile of twelve-inch (12) diameter pipeline from EPNG's Line Nos. 1100 and 1103 to Shipper's Montana Plant, an interconnect and delivery meter station capable of accurately measuring up to 135,000 dekatherms ("Dth") per day ("2014 EPE Montana Plant Expansion").
B. The In-Service Date ("In-Service Date") of the 2014 EPE Montana Plant Expansion shall be the first date on or after November 1, 2013 when the following have occurred: (i) the 2014 EPE Montana Plant Expansion is completed and ready for service; and (ii) EPNG is authorized to place the 2014 EPE Montana Plant Expansion into service. EPNG shall exercise commercially reasonable efforts to have the 2014 EPE Montana Plant Expansion completed and ready for service on or before January 1, 2014.

11. **Conditional Charges, Subject to Section 18 Changes in Rates and Terms below**

A. Recovery for Carbon Tax and Greenhouse Gas Costs. Shipper shall pay EPNG for any FERC-approved costs incurred by EPNG in connection with any greenhouse gas emissions tax or charges imposed on EPNG including, but not limited to, any command and control costs, cap and trade costs, or any other greenhouse gas emissions-related costs arising from any statutory or regulatory framework whatsoever ("Greenhouse Gas Costs"). EPNG shall seek to recover from all of its shippers through a FERC proceeding any Greenhouse Gas Costs that are imposed on EPNG or the cost of any greenhouse gas mitigation efforts that are incurred by EPNG to eliminate or offset its carbon emissions. EPNG may make multiple tariff filings to permit the recovery of Greenhouse Gas Costs separately.

B. Partial Month Service (following the In-Service Date). If the In-Service Date of the 2014 EPE Montana Plant Expansion occurs on any day other than the first day of a calendar month, then Shipper shall pay EPNG a prorated share of its applicable reservation charges for the 25,000 Dth per day associated with the 2014 EPE Montana Plant Expansion based on the number of days the 2014 EPE Montana Plant Expansion is available for service divided by the number of days in the month in which the In-Service Date occurs. EPNG shall keep Shipper informed of the anticipated In-Service Date by written notice, including by e-mail.

12. **Conditions Precedent to EPNG’s Obligations**

EPNG’s obligations to construct the 2014 EPE Montana Plant Expansion, as described in Section 10.A above, and to provide firm transportation service as described herein, are expressly made subject to the following two (2) conditions precedent, and only EPNG shall have the right to waive such conditions precedent:

A. Compliance by the Shipper with the terms of this Agreement and the applicable provisions of EPNG’s Tariff; and

B. The receipt by EPNG of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the 2014 EPE Montana Plant Expansion, in a form and substance satisfactory to EPNG in its sole discretion ("Regulatory Approvals").

If the requirements of this Section 12 are not fully satisfied, then EPNG may terminate its obligations to construct and provide service on the 2014 EPE Montana Plant Expansion without liability of any kind to Shipper, by giving sixty (60) days’ advance written notice of such termination; provided, however, that if the relevant requirements of this Section 12 are met or waived after EPNG provides such 60-day advance written notice but before the 60-day period has completely run, then such notice shall be deemed null and void. Any such termination of EPNG’s obligations to construct and provide service on the 2014 EPE Montana Plant Expansion shall cause the Transportation Contract Demand ("TCD") set forth in Section 16 of this Agreement to revert to the levels contained in the prior version of this Agreement (Agreement No. H6223000 originally dated August 6, 2007 and last amended and restated by agreement dated January 1, 2012) with the exception that the date for the reduction in the TCD from 112,872 Dth per day to 15,000 Dth per day shall be extended to a date that is 6 months after the date the contract reverts to its previous terms (thereby providing Shipper an opportunity to exercise a ROFR with regard to the expiring capacity if it so chooses).
13. **Condition Precedent to Shipper's Obligations**

Shipper's obligations under this Agreement to (i) increase its TCD as shown in this Agreement; and (ii) eliminate the step-down in the TCD from 112,872 Dth per day to 15,000 Dth per day; and (iii) extend the term of this Agreement are expressly made subject to the condition precedent that EPNG shall notify Shipper in writing, on or before Tuesday, September 3, 2013, that it has received all Regulatory Approvals for the 2014 EPE Montana Plant Expansion. Absent such EPNG notice, Shipper may terminate and be relieved of those obligations described above without liability of any kind to EPNG, by giving sixty (60) days’ advance written notice of such termination; provided, however, that if the Regulatory Approvals are obtained by EPNG after Shipper provides such 60-day advance written notice but before the 60-day period has completely run, then such notice shall be deemed null and void. Any such termination of an Amended and Restated Agreement shall cause the TCD set forth in Section 16 of this Agreement to revert to the levels contained in the prior version of this Agreement (Agreement No. H6223000 originally dated August 6, 2007 and last amended and restated by agreement dated January 1, 2012) with the exception that the date for the reduction in the TCD from 112,872 Dth per day to 15,000 Dth per day shall be extended to a date that is 6 months after the date the contract reverts to its previous terms (thereby providing Shipper an opportunity to exercise a ROFR with regard to the expiring capacity if it so chooses).

14. **Effective Date and Additional Termination Rights**

This Agreement shall be effective from June 1, 2013. However, if EPNG has not started construction of the 2014 EPE Montana Plant Expansion by October 1, 2013, either party may terminate this Agreement in its entirety. Any such termination shall cause the TCD set forth in Section 16 of this Agreement to revert to the levels contained in the prior version of this Agreement (Agreement No. H6223000 originally dated August 6, 2007 and last amended and restated by agreement dated January 1, 2012) with the exception that the date for the reduction in the TCD from 112,872 Dth per day to 15,000 Dth per day shall be extended to a date that is 6 months after the date the contract reverts to its previous terms (thereby providing Shipper an opportunity to exercise a ROFR with regard to the expiring capacity if it so chooses).

15. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate Agreement No. H6223000 originally dated August 6, 2007 and last amended and restated by agreement dated January 1, 2012; and shall supersede and cancel Transportation Precedent Agreement, Contract No. 10235, dated December 7, 2012.

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

**June 1, 2013 through the day prior to the In-Service Date for the 2014 EPE Montana Plant Expansion Project**

- 112,872 Dth per day January – March
- 130,000 Dth per day April – October
- 112,872 Dth per day November – December

**The In-Service Date for the 2014 EPE Montana Plant Expansion through December 31, 2015:**

- 137,872 Dth per day January - March
- 155,000 Dth per day April - October
- 137,872 Dth per day November – December
January 1, 2016 through December 31, 2017:

157,872 Dth per day January - March
175,000 Dth per day April - October
157,872 Dth per day November – December

January 1, 2018 through December 31, 2033:

202,872 Dth per day January - March
220,000 Dth per day April - October
202,872 Dth per day November – December

17. Notices, Statements, and Bills:

To Shipper:
El Paso Electric Company
100 N. Stanton, Mail Room
El Paso, Texas 79901-1442
Attn: V.P.- Power Marketing & Fuels and Resource Delivery Planning

To Transporter: See “Points of Contact” in the Tariff.

18. 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.

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

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

EL PASO ELECTRIC COMPANY

By____________________________
Name_________________________
Title__________________________
Date__________________________

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

By____________________________
Name_________________________
Title__________________________
Date__________________________

Gregory W. Ruben
Vice President

Issued on: April 25, 2013  Effective on: May 20, 2013
### EXHIBIT A

**To The**

**Hourly Firm Transportation Service Agreement**

between

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

and El Paso Electric Company (Shipper)

Dated: June 1, 2013

**Effective Dates:** June 1, 2013 - The Day Prior to the In-Service Date for the 2014 EPE Montana Plant Expansion

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|---------------------------------------------------------------|----------------------|-----------|---------|---------|-------|------|-----|------|------|-------|--------|-----------|----------|-----------|-----------|
| BLANCO                                                      | 216748              | DEPECAFT                                                      | 216766               | NS3       | 5,897   | 7,644   | 10,093| 15,085| 12,676| 11,879| 12,487| 7,882 | 12,954  | 14,460  | 9,892    | 3,263    |
| BLANCO                                                      | 216748              | DEPECAFT                                                      | 216766               | NS1       | 6,242   | 2,207   | 4,224 | 3,820 | 6,015 | 3,148 | 4,649 | 2,950 | 3,547   | 2,387   | 3,277    | 4,514    |
| BLANCO                                                      | 216748              | DEPECAFT                                                      | 216766               | CC1       | 1,191   | 1,648   | 2,299 | 2,852 | 2,550 | 1,918 | 2,051 | 1,305 | 2,409   | 2,500   | 2,063    | 960      |
| KEYSTONE                                                   | 216750              | DEPECAFT                                                      | 216766               | SS1       | 12,066  | 14,916  | 12,303| 12,371| 14,658| 17,048| 15,590| 17,629| 15,663  | 15,491  | 12,981   | 16,461   |
| WAHA                                                       | 216752              | DEPECAFT                                                      | 216766               | SS1       | 15,604  | 14,385  | 12,081| 15,872| 14,101| 16,007| 15,214| 20,234| 15,427  | 15,162  | 12,787   | 15,802   |
| BLANCO                                                      | 216748              | DEPECELP                                                      | 14338                | NS3       | 6,445   | 7,107   | 7,410 | 12,671| 7,952 | 13,618| 10,214| 8,323 | 11,424  | 18,906  | 10,084   | 2,805    |
| BLANCO                                                      | 216748              | DEPECELP                                                      | 14338                | NS1       | 4,865   | 9,321   | 8,224 | 7,223 | 6,766 | 8,926 | 7,367 | 7,926 | 7,096   | 9,177   | 8,488    | 4,843    |
| BLANCO                                                      | 216748              | DEPECELP                                                      | 14338                | CC1       | 2,722   | 2,747   | 2,513 | 3,002 | 2,008 | 2,875 | 2,102 | 1,960 | 2,702   | 4,162   | 2,899    | 1,597    |
| KEYSTONE                                                   | 216750              | DEPECELP                                                      | 14338                | SS1       | 41,515  | 35,779  | 37,664| 39,910| 44,120| 24,146| 31,522| 37,349| 30,783  | 12,813  | 36,099   | 33,489   |
| WAHA                                                       | 216752              | DEPECELP                                                      | 14338                | SS1       | 16,325  | 16,918  | 16,061| 17,194| 19,154| 30,435| 28,795| 24,442| 27,995  | 34,942  | 14,382   | 29,138   |
| TRANSPORTATION CONTRACT DEMAND                             |                     |                                                               |                      |           | 112,872 | 112,872 | 112,872| 130,000| 130,000| 130,000| 130,000| 130,000| 130,000  | 130,000  | 112,872  | 112,872  |

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

Issued on: June 20, 2013  Effective on: July 22, 2013
EXHIBIT A
To The
Hourly Firm Transportation Service Agreement between
El Paso Natural Gas Company, L.L.C. (Transporter)
and El Paso Electric Company (Shipper)
Dated: June 1, 2013

Effective Dates: The In-Service Date for the 2014 EPE Montana Plant Expansion - December 31, 2015

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|------------------------------------------------------------|---------------------|-----------|---------|---------|------|------|-----|------|------|------|-------|-----------|---------|----------|----------|
| BLANCO                                                      | 216748              | DEPECAFT                                                   | 216766              | NS3       | 5,897   | 7,644   | 10,093| 15,085| 12,676| 11,879| 12,487| 7,882| 12,954| 14,460    | 9,892   | 5,263    |
| BLANCO                                                      | 216748              | DEPECAFT                                                   | 216766              | NS1       | 6,242   | 2,207   | 4,224 | 3,820 | 6,015 | 3,148 | 4,649 | 2,950 | 3,547 | 2,387     | 3,272   | 4,514    |
| BLANCO                                                      | 216748              | DEPECAFT                                                   | 216766              | CC1       | 1,191   | 1,648   | 2,299 | 2,852 | 2,550 | 1,918 | 2,051 | 1,305 | 2,409     | 2,500   | 2,063    | 960      |
| KEYSTONE                                                   | 216750              | DEPECAFT                                                   | 216766              | SS1       | 12,066  | 14,916  | 12,303| 14,658| 17,048| 15,599| 17,629| 15,663| 15,491    | 12,981   | 16,461   |
| WAHA                                                       | 216752              | DEPECAFT                                                   | 216766              | SS1       | 15,604  | 14,585  | 12,081| 15,872| 14,101| 16,007| 15,214| 20,234| 15,427    | 15,162   | 12,787   | 15,802   |
| BLANCO                                                      | 216748              | DEPECELP                                                   | 14338               | NS3       | 6,445   | 7,107   | 7,410 | 12,671| 7,952 | 13,618| 10,214| 8,323 | 11,424    | 18,906   | 10,004   | 2,805    |
| BLANCO                                                      | 216748              | DEPECELP                                                   | 14338               | NS1       | 4,865   | 9,321   | 8,224 | 7,223 | 6,766 | 8,926 | 7,367 | 7,926 | 7,096     | 9,177    | 8,488    | 4,843    |
| BLANCO                                                      | 216748              | DEPECELP                                                   | 14338               | CC1       | 2,722   | 2,747   | 2,513 | 3,002 | 2,008 | 2,875 | 2,102 | 1,960 | 2,702     | 4,162    | 2,399    | 1,597    |
| KEYSTONE                                                   | 216750              | DEPECELP                                                   | 14338               | SS1       | 41,515  | 35,779  | 37,664| 39,910| 44,120| 24,146| 31,522| 37,349| 30,783    | 12,813   | 36,099   | 33,489   |
| WAHA                                                       | 216752              | DEPECELP                                                   | 14338               | SS1       | 41,325  | 41,918  | 41,061| 42,194| 44,154| 55,435| 53,795| 49,442| 52,995    | 59,942   | 39,382   | 54,138   |
| TRANSPORTATION CONTRACT DEMAND                             |                     |                                                            |                     |           | 137,872 | 137,872 | 137,872| 155,000| 155,000| 155,000| 155,000| 155,000| 155,000 | 155,000 | 137,872 | 137,872 |

Maximum Quantity - D-Code (Dth/d)
### EXHIBIT A

To The

Hourly Firm Transportation Service Agreement

between

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

and El Paso Electric Company (Shipper)

Dated: June 1, 2013

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| Transportation Contract Demand | 157,872 | 157,872 | 157,872 | 157,872 | 175,000 | 175,000 | 175,000 | 175,000 | 175,000 | 175,000 | 175,000 | 157,872 | 157,872 |

Maximun Quantity - D-Code (Dth/d) 1/
**EXHIBIT A**

To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and El Paso Electric Company (Shipper)
Dated: June 1, 2013

**Effective Dates:** January 1, 2018 - December 31, 2033

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<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
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<th>February</th>
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<th>October</th>
<th>November</th>
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<td>33,489</td>
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**Maximum Quantity - D-Code (Dth/d)**

| TRANSPORTATION CONTRACT DEMAND | 202,872 | 202,872 | 202,872 | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | 202,872 | 202,872 |

Shipper's Transportation Contract Demand: See Paragraph 16

**Issued on:** June 20, 2013 **Effective on:** July 22, 2013
EXHIBIT A  
To The  
Hourly Firm Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and El Paso Electric Company (Shipper)  
Dated: June 1, 2013  

Effective Dates: June 1, 2013 - The Day Prior to the In-Service Date for the 2014 EPE Montana Plant Expansion

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<th>Delivery Pressure (p.s.i.g.) Not greater than 3/</th>
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**EXHIBIT A**
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and El Paso Electric Company (Shipper)
Dated: June 1, 2013

Effective Dates: The In-Service Date for the 2014 EPE Montana Plant Expansion - December 31, 2015

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EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and El Paso Electric Company (Shipper)
Dated: June 1, 2013

Effective Dates: January 1, 2016 - December 31, 2017

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Meter No.</th>
<th>Meter DRN Code(s)</th>
<th>Description</th>
<th>January</th>
<th>February</th>
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<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
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<td>34877</td>
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</table>

**CONTRACT METER QUANTITY (CMQ(s))**

|                                                   | January | February | March | April | May | June | July | August | September | October | November | December | November | 116,872 | 116,872 | 116,872 | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | 116,872 | 116,872 |
|--------------------------------------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|-----------|-----------|-----------|----------|----------|----------|---------|---------|---------|---------|---------|----------|----------|----------|----------|
| DEPECAFT                                         |         |          |       |       |     |      |      |        |           |         |           |           |           | 116,872  | 116,872  | 116,872  | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | 116,872  | 116,872  | 116,872  | 116,872  |
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 8.1 - El Paso Electric Company #H6223000 Exhibit A
Version 3.0.0

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and El Paso Electric Company (Shipper)
Dated: June 1, 2013

Effective Dates: January 1, 2018 - December 31, 2033

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<tr>
<td>CONTRACT METER QUANTITY (CMQ(s))</td>
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</tr>
</tbody>
</table>

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.

MAOP = Maximum Allowable Operating Pressure.
EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and El Paso Electric Company (Shipper)
Dated: June 1, 2013

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<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed on Exhibit A</td>
<td>As listed on Exhibit A</td>
<td>June 1, 2013 - December 31, 2033</td>
<td></td>
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</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-16; as such rates may be changed from time to time, i.e., maximum long term (currently Ten Year Term) Monthly Reservation Rates applicable to Rate Schedule FTH-16 Texas Rates, as set forth in EPNG's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

EWM P1, LLC.

Dated: December 1, 2016
Transportation Service Agreement
Rate Schedule FT-1
Dated: December 1, 2016

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**: EWM P1, LLC

3. **Applicable Tariff**: Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement**: Yes X No

9. **Term of Agreement**:

   - **Commencing On**: The later of the In-Service Date (as defined below) or December 1, 2016 (“Commencement Date”).
   - **Terminating On**: If the Commencement Date is on the first day of the month, then thirty-one (31) years from the Commencement Date, but if the Commencement Date is on a day other than the first day of the month, then thirty-one (31) years from the first day of the month following the Commencement Date.
Subject to the receipt of all requisite regulatory approvals, Transporter shall construct an eight and six-tenths (8.6) mile, four-inch (4") diameter lateral and delivery interconnect facilities capable of accurately measuring up to three thousand five hundred (3,500) dekatherms (“Dth”) per day at three hundred and twenty-five (325) pounds per square inch of pressure (“EW Delivery Project”). Transporter shall use reasonable efforts to (a) secure all necessary regulatory approvals, permits, and other authorizations required for the acquisition, construction and operation of the EW Delivery Project on or before August 1, 2016, and (b) have the EW Delivery Project available for service by December 1, 2016. The “In-Service Date” of the EW Delivery Project shall be the date (i) the EW Delivery Project is completed and ready for service and (ii) Transporter is authorized to place the Lateral into service.

Transporter’s and Shipper’s rights and obligations under this Agreement are expressly made subject to Shipper securing and closing its financing arrangements for the EW Delivery Project (“Financial Closing”) on or before December 31, 2015. Shipper shall notify Transporter of the date of Financial Closing as soon as reasonably practicable after Financial Closing occurs. If the requirements of this paragraph are not fully satisfied, where applicable, by the dates specified herein, then either Transporter or Shipper may terminate this Agreement by providing the other party thirty (30) days’ advance written notice of such termination.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tbody>
<tr>
<td>1,900</td>
<td>Commencing on the Commencement Date and continuing through the later of (a) if the Commencement Date is on the first day of the month, then five (5) years from the Commencement Date; or (b) if the Commencement Date is on a day other than the first day of the month, then five (5) years from the first day of the month following the Commencement Date (&quot;Initial Period&quot;).</td>
</tr>
<tr>
<td>3,500</td>
<td>Twenty-six (26) years from the conclusion of the Initial Period.</td>
</tr>
</tbody>
</table>

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

To Shipper:  
EWM P1, LLC  
9950 Cypresswood Dr., Suite 330  
Houston, TX 77070  
Attn:

To Transporter: See “Points of Contact” in the Tariff.

13. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Section 13(A) Shipper"), then the Section 13(A) Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 Section 13(A); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 13, “Tangible Net Worth” shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement, a Section 13(A) Shipper’s S&P or Moody’s rating falls below the levels described above, or a Section 13(A) Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 13(A), then for the time period that the Section 13(A) Shipper’s ratings are below that level or a Section 13(A) Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 13(A), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 13(C) below. If a Section 13(A) Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Section 13(A) Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 13(A).

If Shipper and its parent entity(ies) are not rated by S&P or Moody’s, Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that the sum of thirty-six (36) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper’s Tangible Net Worth, and a demonstration that the Shipper’s credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter’s evaluation of: (i) Shipper’s financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper’s current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper’s payment history for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper’s business prospects.

If at the time of the execution of this Agreement or at any time thereafter during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 13(A) or 13(B) above, as applicable, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to the lesser of $2,320,000 or the remaining anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 13(A); or (ii) an irrevocable letter of credit acceptable to Transporter equal to the lesser of $2,320,000 or the remaining anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
(D) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’s creditworthiness, as set forth above, 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.

(E) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(F) Notwithstanding any statement to the contrary set forth elsewhere in this Section 13, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

14. **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.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**EWM P1, LLC**

By_________________________________________

Name________________________________________

Title________________________________________

Date________________________________________

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

By_________________________________________

Name Gregory Ruben

Title V.P. Business Development

Date________________________________________
EXHIBIT A
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<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d) 1/</th>
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<td>TBD</td>
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Delivery Pressure (p.s.i.g.)
Not less than 2/
Not greater than 2/

Issued on: December 1, 2016
Effective on: January 1, 2017
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Effective Dates: Twenty six (26) years from the conclusion of the Initial Period

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Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

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Effective on: January 1, 2017
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Dated: December 1, 2016

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<td>See ¶9</td>
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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a- As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $18.4147 per Dekatherm per month. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
March 25, 2020

Mr. John Olenick  
Director, Gas Supply  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

Re: Temporary Changes in Contract Delivery Pressures, Maximum Delivery Obligations, and Maximum Hourly Obligations

Dear John:

As you know, Southwest Gas Corporation (“Southwest Gas”) previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. (“El Paso”) effectuate natural gas flows through Southwest Gas’ existing Lateral No. 25 city gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas’ downstream distribution system. Moreover, Southwest Gas requested that El Paso temporarily increase Southwest Gas’ Maximum Delivery Obligation (“MDO”) and Maximum Hourly Obligation (“MHO”) at El Paso’s Lateral No. 25 city gate and at El Paso’s Glendale Airport Delivery (El Paso Meter PIN 314967).


In late-January 2019, Southwest Gas requested that El Paso extend the Original Letter Agreement for one year until March 31, 2020. The stated reason for the requested extension was that Southwest Gas was modifying its distribution system configuration to compensate for a pipeline segment being inaccessible due to an adjacent railroad crossing and complex shoring requirements. The system reconfiguration required significant system reinforcement and was taking more time than originally anticipated for design, material acquisition, permitting, and construction. Because El Paso was amenable to the request, the parties executed a letter agreement dated March 21, 2019. El Paso filed that letter agreement with FERC on March 28, 2019, which accepted it in an unpublished letter order issued in Docket No. RP19-542-000 on April 16, 2019.

Subsequently, El Paso and Southwest Gas amended and replaced the transportation service agreements and operator point aggregation service agreement (“OPASA”) that were modified by the March 21, 2019 letter agreement to implement changes in contract maximum delivery meter quantities (i.e., CMQs), minimum delivery pressures, MDOs and MHOs. Southwest and El Paso executed a letter agreement dated October 23, 2019 (“October Letter Agreement”) to update the March 21, 2019 letter agreement to include the amended and replaced agreements in Section 1. El Paso filed the October Letter Agreement with FERC on October 29, 2019, which accepted it on November 25, 2019, in an unpublished letter order issued in Docket No. RP20-114-000.

Recently, Southwest Gas has requested to extend the October Letter Agreement until March 31, 2021 for the same reasons as for extending the Original Letter Agreement discussed earlier. El Paso is again amenable to this request at this time. As a result, this letter agreement (“Agreement”) sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a “Party” and collectively as the “Parties.”
In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.** Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the October Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:

   (a) temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and

   (b) temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and

   (c) temporarily increase Southwest Gas’ MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and

   (d) temporarily increase Southwest Gas’ MDO and MHO rights at the Lateral No. 25 city gate in accordance with the schedule set forth in Attachment A.

The temporary operational changes described in this Section 1 will modify the obligations of the Parties under the following agreements:

**Transportation Service Agreements:**
- 613803-FH3EPNG
- 613810-FT1EPNG
- 613811-FT1EPNG
- 613819-FT1EPNG
- 613820-FT1EPNG
- 613821-FT1EPNG
- 613822-FT3EPNG
- 613823-FH3EPNG
- FT28M000-FTAEPNG

**Operator Point Aggregation Service Agreement:**
- 613880-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition (“Effective Date”), and continue through March 31, 2021. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to oblige El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso’s FERC Gas Tariff as approved by FERC, as amended or superseded from time-to-time (“El Paso’s Tariff”). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso’s Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso’s Tariff.

4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the “Indemnitor”) shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the “Indemnitee”) from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor’s acts or omissions associated with the performance of the Indemnitor’s obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.

7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.

8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

9. **Execution of Agreement in Counterparts and Electronic Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.
Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.

Sincerely,

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

Damon McEnaney
Account Director

ACQUIRED AND AGREED TO

**El Paso Natural Gas Company, L.L.C.**  **Southwest Gas Corporation**

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### Attachment A

**MDO (in Dth per Day)**

*Effective Date through March 31, 2021*

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**MHO (in Dth per Hour)**

*Effective Date through March 31, 2021*

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Reserved
Reserved
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of December, 2012, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware corporation, hereinafter referred to as "El Paso," and DUNCAN VALLEY ELECTRIC COOPERATIVE, INC., a Arizona corporation, hereinafter referred to as "Shipper"

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Greenlee County, Arizona; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Arizona, pursuant to Subpart G of Part 284 of the Commission's Regulations; and

WHEREAS, Shipper acquired its natural gas distribution facilities and other related assets when Duncan Rural Services Corporation was dissolved as a legal entity and all of its assets were transferred to Shipper as approved by The Arizona Corporation Commission on June 28th, 2007 based on decision no. 69679 for Docket Nos. G-02528A-06-0729 and E-01703A-06-0729; and

WHEREAS, Shipper notified El Paso on or about July 19th, 2012 of the assignment of all of the natural gas assets from Duncan Rural Services Corporation to Shipper; and

WHEREAS, Shipper otherwise qualifies for service under El Paso's Rate Schedule FT-2 service and intends to provide natural gas service that is similar in nature and scope to the service previously provided by Duncan Rural Services Corporation.

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in
those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;
provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso’s Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission’s Regulations, as amended from time to time.

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met: (NOT APPLICABLE)

ARTICLE V

Term

5.1 This Agreement shall become effective as of August 15, 1991, as amended and restated effective December 1, 2012.

5.2 After this Agreement becomes effective, it shall continue in full force and effect, for a primary term of one (1) year, and thereafter from year to year until terminated by written notice so stating given no less than three hundred sixty-five (365) days in advance of either party to the other.

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: (NOT APPLICABLE)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

Issued on: October 30, 2012
Effective on: December 1, 2012
El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments

Shipper: Duncan Valley Electric Cooperative, Inc.
Post Office Box 440
Duncan, AZ 85534
Attention: Steve Lunt (928) 359-2503
stevel@dvec.org

or to such other address as a party shall designate by formal written notice. Routine communications may be
mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means
shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services
rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions
incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous

9.1 El Paso and Shipper expressly agree that the laws of the State of Colorado shall govern
the validity, construction, interpretation and effect of this Agreement and of the General Terms and Conditions

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of
whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of
transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El
Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may
attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as
part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall
be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may
convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum
Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery
Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such
conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point
to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity
for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements
status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more
than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred
eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall
be deemed to have consented thereto.
9.5 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. EPNG and Shipper further agree that Article 11.2(b) of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363-000 will apply only to this Agreement and to no other contracts or agreements regardless of whether any other contracts or agreements may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST: 

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

By___________________________
Title__________________________

Director of Marketing

DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.

By___________________________
Title__________________________

Vice President
## EXHIBIT A

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

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<th>Maximum Daily Quantity (Dth/d)</th>
</tr>
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<tbody>
<tr>
<td>340828 - RIOVISTA</td>
<td></td>
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</tr>
<tr>
<td></td>
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<td>November 11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>December 16</td>
</tr>
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</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: December 1, 2012.


DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.    EL PASO NATURAL GAS COMPANY, L.L.C.

By________________________________________    By___________________________________

Date______________________________________    Date_________________________________
EXHIBIT B

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

<table>
<thead>
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<th>Delivery Point(s)</th>
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<tr>
<td>216800 - DDUN G-M - NS1</td>
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<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
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<td>Mainline Tap</td>
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</tr>
</tbody>
</table>

* Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: December 1, 2012.


DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.    EL PASO NATURAL GAS COMPANY, L.L.C.

By________________________________________    By___________________________________

Date______________________________________    Date_________________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: __________ X X X X __________

B. Supersedes Exhibit C Effective: __________ X X X X __________

DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.  EL PASO NATURAL GAS COMPANY, L.L.C.

By__________ X X X X ________________  By__________ X X X X ________________

Date____________________________________________________________  Date____________________________________________________________
March 3, 2015

Mr. Patrick F. Ledger
Chief Executive Officer
Arizona Electric Power Cooperative, Inc.
1000 South Highway 80
Benson, AZ 85602

Dear Mr. Ledger:

El Paso Natural Gas Company, L.L.C. (“EPNG”) currently transports natural gas for Arizona Electric Power Cooperative, Inc. (“AEPCO”) (EPNG and AEPCO are individually referred to herein as “Party” and jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT257000, FT258000, H2223000, and H8223000. This letter agreement (“Letter Agreement”), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure AEPCO’s and EPNG’s transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT257000 (to be replaced by Contract No. FT3EH000), FT258000 (to be replaced by Contract No. FT3EJ000), H2223000 (to be replaced by Contract No. H222V000), and H8223000. Additionally, new Contract Nos. FT3EJ000, H222V000 and H822F000 include capacity not currently associated with the firm transportation service agreement they are replacing. The new Contract Nos. FT3EH000, FT3EJ000, H222V000 and H822F000 shall be collectively referred to herein as the “Contract Package.”

2. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and AEPCO and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

3. This Letter Agreement shall become effective (“Effective Date”) on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to...
determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and AEPCO shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

4. Refunds shall be paid under this Letter Agreement as follows:

a. Pursuant to Paragraph 6, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”).

b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay AEPCO by wire transfer (or other mutually agreeable means) as follows:

i. $136,596 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of May 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds or interest (or any other relief) shall be due or paid by EPNG to AEPCO of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

ii. $2,398,577 will be paid for refunds for reservation charges in Docket No. RP10-1398-000 calculated through March 31, 2015 and on a payment date of May 12, 2015. If the Effective Date of this Letter Agreement is after April 1, 2015, refunds will be calculated through the day preceding such Effective Date. If the payment occurs after May 12, 2015, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after May 12, 2015 until the date paid. Except for possible refunds for reservation charges incurred on and after the Effective Date of this Letter Agreement and for usage charges as detailed in Paragraphs 4.c., 4.d. and 4.e., no further refunds or interest (or any other relief) shall be due or paid by EPNG to AEPCO of any kind associated with Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings. As such, Paragraphs 4.c., 4.d. and 4.e. below shall be the sole means by which AEPCO may recover additional refunds, if any, associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.ii.
c. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the “Final Order”), the final reservation and usage rates shall be referred to herein as the “Final Reservation Rates” and “Final Usage Rates,” respectively. Refunds to AEPCO, if any, associated with Docket No. RP10-1398-000 for usage rates paid under the agreements comprising the Contract Package and Contract Nos. FT258000, H2223000, and H8223000, shall be the difference in the applicable Final Usage Rate and its corresponding usage rate paid, if and only if, the applicable Final Usage Rate established in Docket No. RP10-1398-000 is lower than its corresponding usage rate paid under an agreement in the Contract Package or Contract Nos. FT258000, H2223000, and H8223000 and shall include interest calculated using the applicable FERC interest rate. For purposes of clarity only, no refunds shall be paid for any usage rates paid under Contract No. FT257000.

d. Refunds to AEPCO, if any, associated with Docket No. RP10-1398-000 for any reservation rates paid under Contract Nos. FT3EJ000, H222V000, or H822F000 on or after the Effective Date of this Letter Agreement, shall be the difference in the applicable Final Reservation Rate and the corresponding reservation rate paid under Contract Nos. FT3EJ000, H222V000, or H822F000, if and only if, the applicable Final Reservation Rate established in Docket No. RP10-1398-000 is lower than its corresponding reservation rate paid under Contract Nos. FT3EJ000, H222V000, or H822F000. Such refunds, if any, shall also include interest calculated using the applicable FERC interest rate. For purposes of clarity only, no refunds shall be paid for any reservation rates paid under Contract No. FT3EH000.

e. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date of this Letter Agreement, which order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying amounts due under Paragraphs 4.c. and 4.d. and pay those amounts when refunds are required to be paid to the qualifying shippers pursuant to such order(s); provided, however, that EPNG’s obligation for paying the amounts under Paragraphs 4.c. and 4.d. shall be subject to the final calculation based on a Final Order as set forth in Paragraphs 4.c. and 4.d. and EPNG shall retain the right to collect from AEPCO any amounts previously paid under Paragraphs 4.c., 4.d. and 4.e. that are greater than the amounts ultimately owed by EPNG under a Final Order.

5. Upon the Effective Date of this Letter Agreement, and subject to the terms of this Letter Agreement, AEPCO expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any Related Proceedings (as defined herein below). AEPCO shall withdraw any pending pleadings including, without limitation, any requests for rehearing in those or Related Proceedings within ten (10) business days of the Effective Date of this Letter Agreement. AEPCO further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding anything to the contrary in this Letter Agreement, AEPCO shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, the issue to be raised has not been raised previously by FERC or the participants in that proceeding and such issue would potentially shift material costs to AEPCO from other shippers in rates that may be applicable to

Issued on: March 4, 2015
Effective on: April 1, 2015
AEPCO at the expiration or termination of the agreements comprising the Contract Package, Issues previously raised by FERC or participants include, without limitation, any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms or conditions of its FERC Natural Gas Tariff (“Tariff”) to which FERC denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.

6. Upon the Effective Date of this Letter Agreement, AEPCO agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to AEPCO. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by AEPCO, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects AEPCO’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

______________________________
Daniel L. Willemyns

Arizona Electric Power Cooperative, Inc. EL PASO NATURAL GAS COMPANY, L.L.C.

Signature: __________________________ Signature: __________________________
Name: ______________________________ Name: Chris M. Meyer
Title: ______________________________ Title: Vice President, Business Management
Date: ______________________________ Date: ______________________________
Reserved
Reserved
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019
Transportation Service Agreement

Rate Schedule FT-1

Dated: April 3, 2019

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:** MEX GAS SUPPLY, S.L.

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes _________ No X

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>40,000</td>
<td>See ¶11</td>
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</tbody>
</table>

Issued on: May 1, 2019

Effective on: June 1, 2019
11. **Term of Firm Transportation Service:**

   a. **Effective Date.** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 612654-FT1EPNG), Contract No. 612652-FT1EPNG and Contract No. 612653-FT1EPNG (collectively referred to herein as the “Contract Package”). This Agreement shall become effective (“Effective Date”) on the later of: (a) June 1, 2019; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

   b. **Termination Date.** This Agreement shall terminate on December 31, 2025.

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

   **To Shipper:**
   MEX GAS SUPPLY, S.L.
   Lago Zúrich 245 Piso 7 Torre Zúrich
   Colonia Ampliación Granada, C.P. 11529
   Delegación Miguel Hidalgo, Ciudad de México.
   Attn: Medardo Becerril

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

   Transporter shall make available each month to Shipper the original invoice, delivered by overnight mail (regular mail service shall not be used), at least ten (10) Days prior to payment date. Any retroactive adjustment invoice shall be subject to the same procedure.

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2QQ000 originally dated January 1, 2009 and last amended and restated by agreement dated January 1, 2015.
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. **Arbitration:**

a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“Rules”), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

c. The place of arbitration shall be New York, New York.

d. The language of the arbitration shall be English.

e. The arbitrator's decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees shall be payable by the party against whom such award is enforced.

f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.

**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 handwritten signature.

---

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

__________________________________

__________________________________

__________________________________

Accepted and agreed to this

_______ day of _________________, 2019.

**MEX GAS SUPPLY, S.L.**

__________________________________

__________________________________

__________________________________

Accepted and agreed to this

_______ day of _________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

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

| Primary Receipt PIN Name | Rec PIN | Primary Delivery PIN Name | Del PIN | Flow Path | 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/ |
|-------------------------|--------|---------------------------|---------|-----------|------|------|-------|------|------|------|------|------|------|------|------|---------------------------------|---------------------------------|
| KEYSTONE                | 302132 | SAMLELP                   | 314910  | SS1       | 40,000| 40,000| 40,000 | 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000                                      | 40,000                                      |
| TRANSPORTATION CONTRACT DEMAND | | | | | 40,000| 40,000| 40,000 | 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000| 40,000                                      | 40,000                                      |

Notes:

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

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

Ex. A-1
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

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<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶11</td>
<td></td>
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Primary and Alternate Receipt Point(s) / Location(s) | Primary and Alternate Delivery Point(s) / Location(s) | Point Identification Number (PIN) | Effective Dates | Reservation Rate 1/ | Usage Rate 1/ | Fuel 2/ | Surcharges 3/ |
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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.
Exhibit B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Mex Gas Supply, S.L.
(Shipper)

Dated: April 3, 2019

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement  
Rate Schedule FT-1  

between  

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

and  

Arizona Electric Power Cooperative, Inc.  

Dated: April 1, 2015  

Issued on: March 4, 2015  
Effective on: April 1, 2015
Transportation Service Agreement

Rate Schedule FT-1

Dated: April 1, 2015

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**: ARIZONA ELECTRIC POWER COOPERATIVE, INC.

3. **Applicable Tariff**: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement**: Yes X No

9. **Term of Agreement**: Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EH000), Contract No. FT3EJ000, Contract No. H222V000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification
date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT257000 originally dated July 1, 2006 and last amended and restated by agreement dated January 1, 2009.

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

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</tr>
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<td>6,945</td>
<td>March</td>
</tr>
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</table>

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

To Shipper: Arizona Electric Power Cooperative, Inc.  
Post Office Box 670  
Benson, AZ 85602  
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.
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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

By____________________________________
Name___________________________________
Title___________________________________
Date___________________________________

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

By____________________________________
Will W. Brown
Director of Marketing

Date___________________________________

**Issued on:** March 4, 2015

**Effective on:** April 1, 2015
**Agreement No. FT3EH000**

**Exhibit A**  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Arizona Electric Power Cooperative, Inc. (Shipper)  
Dated: April 1, 2015

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**TRANSPORTATION CONTRACT DEMAND**  
7,175 | 7,189 | 6,945 | 6,111 | 7,936 | 10,998 | 9,192 | 11,336 | 15,334 | 16,367 | 6,698 | 7,180

Shipper’s Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

**Issued on:** March 4, 2015  
**Effective on:** April 1, 2015
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

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Ex. B-1

Issued on: March 4, 2015
Effective on: April 1, 2015
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $9.0277 stated as a monthly rate per Dekatherm.
Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $9.1189 stated as a monthly rate per Dekatherm.
Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.

1c - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.7986 stated as a monthly rate per Dekatherm.
Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the specified term stated in the associated "Effective Date" column.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015
Transportation Service Agreement
Rate Schedule FT-1
Dated: April 1, 2015

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:** ARIZONA ELECTRIC POWER COOPERATIVE, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   **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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EJ000), Contract No. FT3EH000, Contract No. H222V000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification
date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT258000 originally dated July 1, 2006 and last amended and restated by agreement dated January 1, 2009.

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

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

To Shipper: Arizona Electric Power Cooperative, Inc.
Post Office Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.
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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

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

By: __________________________
Name: _________________________
Title: Director of Marketing
Date: __________________________
## Part VII: Non-Conforming Gas Tariff

### Section 15.1 - AEPCO #FT3EJ000 Exhibit A

#### Version 2.0.0

**Agreement No. FT3EJ000**

**Effective Dates:** See ¶ 9 - December 31, 2015

### TRANSPORTATION CONTRACT DEMAND

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**Effective Dates:** January 1, 2016 - December 31, 2016

### TRANSPORTATION CONTRACT DEMAND

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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d) 1/</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 2/</th>
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<tbody>
<tr>
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**Issued on:** March 4, 2015

**Effective on:** April 1, 2015
### Transportation Contract Demand

**Effective Dates:** January 1, 2017 - December 31, 2017

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**Effective Dates:** January 1, 2018 - October 31, 2024

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**Shipper's Transportation Contract Demand:** See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

**Issued on:** March 4, 2015  
**Effective on:** April 1, 2015
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
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<td>See ¶ 9 - October 31, 2024</td>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>See ¶ 9 - October 31, 2024</td>
<td>(1a)</td>
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</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.
1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $11.7986 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FT-1 to the Arizona rate zone ("Final Reservation Rate") that is lower than $11.7986 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: April 3, 2019

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:** MEX GAS SUPPLY, S.L.

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes ___ X __ No ___
10. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,661</td>
<td>See ¶11</td>
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</table>

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

   a. **Effective Date.** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 612652-FT1EPNG), Contract No. 612653-FT1EPNG and Contract No. 612654-FT1EPNG (collectively referred to herein as the “Contract Package”). This Agreement shall become effective (“Effective Date”) on the later of: (a) June 1, 2019; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

   b. **Termination Date.** This Agreement shall terminate on December 31, 2024.

   c. **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.
12. **Notices, Statements, and Bills:**

**To Shipper:**
MEX GAS SUPPLY, S.L.
Lago Zúrich 245 Piso 7 Torre Zúrich
Colonia Ampliación Granada, C.P. 11529
Delegación Miguel Hidalgo, Ciudad de México.
Attn: Medardo Becerril

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

Transporter shall make available each month to Shipper the original invoice, delivered by overnight mail (regular mail service shall not be used), at least ten (10) Days prior to payment date. Any retroactive adjustment invoice shall be subject to the same procedure.

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT2GZ000 originally dated January 1, 2008 and last amended and restated by agreement dated January 1, 2015.

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. **Arbitration:**

a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“Rules”), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

c. The place of arbitration shall be New York, New York.

d. The language of the arbitration shall be English.

e. The arbitrator’s decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys’ fees shall be payable by the party against whom such award is enforced.

f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.
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 handwritten signature.

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

MEX GAS SUPPLY, S.L.

__________________________________  ____________________________________

__________________________________  ____________________________________

Accepted and agreed to this

_______ day of ____________________, 2019. Accepted and agreed to this

_______ day of ____________________, 2019. 
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

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

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

Ex. A-1

Issued on: May 1, 2019

Effective on: June 1, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

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<td>See ¶11</td>
<td>(1a)</td>
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</table>

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 $10.3204 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

Issued on: May 1, 2019

Effective on: June 1, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)
Dated: April 3, 2019

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015
Transportation Service Agreement
Rate Schedule FT-H
Dated: April 1, 2015

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:** ARIZONA ELECTRIC POWER COOPERATIVE, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222V000), Contract No. FT3EH000, Contract No. FT3EJ000, and Contract No. H822F000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification
The date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H2223000 originally dated June 1, 2006.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,424</td>
<td>April</td>
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<tr>
<td>16,000</td>
<td>May</td>
</tr>
<tr>
<td>16,000</td>
<td>June 2015 – 2016</td>
</tr>
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<td>7,424</td>
<td>June 2017</td>
</tr>
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<td>16,000</td>
<td>June 2018 – 2024</td>
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<td>July 2018 – 2024</td>
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<tr>
<td>16,000</td>
<td>August - September</td>
</tr>
<tr>
<td>18,212</td>
<td>October</td>
</tr>
<tr>
<td>9,460</td>
<td>November - March</td>
</tr>
</tbody>
</table>

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

   **To Shipper:**
   Arizona Electric Power Cooperative, Inc.
   Post Office Box 670
   Benson, AZ 85602
   Attn: Manager Power Trading (Notices and Invoices)

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

13. **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.
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.

15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

By____________________________________
Name________________________
Title________________________
Date________________________

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

By____________________________________
Name________________________
Title________________________
Date________________________

**Issued on:** March 4, 2015

**Effective on:** April 1, 2015
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 17.1 - AEPCO #H222V000 Exhibit A
Version 2.0.0

Agreement No. H222V000

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

Effective Dates: See ¶ 9 - December 31, 2015

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
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TRANSPORTATION CONTRACT DEMAND

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Effective Dates: January 1, 2016 - December 31, 2016

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<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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TRANSPORTATION CONTRACT DEMAND

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Effective Dates: January 1, 2017 - December 31, 2017

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<th>Maximum Quantity - D-Code (Dth/d) 1/</th>
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Effective Dates: January 1, 2018 - October 31, 2024

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<th>Primary Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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<td>18,212</td>
<td>9,460</td>
<td>9,460</td>
</tr>
</tbody>
</table>

Shipper's Transportation Contract Demand: See Paragraph 11

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

Issued on: March 4, 2015  Effective on: April 1, 2015
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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶ 9 - October 31, 2024</td>
<td>(1a)</td>
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<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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<th>Effective Dates</th>
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<tr>
<td>STML SJN  STML ANA  STML PER</td>
<td>216822  216823  216824</td>
<td>DAEPCWIL  216815</td>
<td>See ¶ 9 - October 31, 2024</td>
<td>(1a)</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $13.7635 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-12 to the Arizona rate zone ("Final Reservation Rate") that is lower than $13.7635 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Arizona Electric Power Cooperative, Inc.

Dated: April 1, 2015
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5. **Firm Hourly Transportation Service:** Eight Hour Peaking “FTH-8”

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H822F000), Contract No. FT3EH000, Contract No. FT3EJ000, and Contract No. H222V000 (collectively referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the “Letter Agreement”). This Agreement shall become effective (“Effective Date”) on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification.
date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H8223000 originally dated June 1, 2006.

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

<table>
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<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tbody>
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<tr>
<td>1,535</td>
<td>November – March</td>
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</table>

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

To Shipper:
Arizona Electric Power Cooperative, Inc.
Post Office Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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.

15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

By____________________________________
Name__________________________________
Title__________________________________
Date_____________________________

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

By____________________________________
Will W. Brown
Director of Marketing

Date_____________________________

Issued on: March 4, 2015
Effective on: April 1, 2015
**EXHIBIT A**  
To The  
Hourly Firm Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Arizona Electric Power Cooperative, Inc. (Shipper)  
Dated: April 1, 2015

### Effective Dates: See ¶ 9 - December 31, 2015

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December | Delivery Pressure (p.s.i.g.) Not less than 2/ | Delivery Pressure (p.s.i.g.) Not greater than 2/ |
|-------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|----------|----------|----------|----------|-------|------|------|-------|-------|---------|-----------|---------|----------|----------|------------------------------------------|------------------------------------------|
| KEYSTONE                                                    | 216750              | DAEPCWIL                                                   | 216815              | SS1      |          |          |          | 5,323 | 5,418 | 5,530 | 5,506 | 5,515 | 5,371   | 2,626     | 927     | 916      |          |                                         |                                         |
| WAHA                                                       | 216752              | DAEPCWIL                                                   | 216815              | SS1      |          |          |          | 3,230 | 3,135 | 3,023 | 3,047 | 3,038 | 3,182   | 5,925     | 608     | 619      |          |                                         |                                         |

**TRANSPORTATION CONTRACT DEMAND**

- Maximum Quantity - D-Code (Dth/d) 1/
- Delivery Pressure (p.s.i.g.) Not less than 2/
- Delivery Pressure (p.s.i.g.) Not greater than 2/

| Flow Path | January | February | March | April | May | June | July | August | September | October | November | December | 1,535 | 1,535 | 1,535 | 8,553 | 8,553 | 8,553 | 8,553 | 8,553 | 8,553 | 1,535 | 1,535 |

### Effective Dates: January 1, 2016 - October 31, 2024

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<th>Receipt DRN Code(s)</th>
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<th>Delivery DRN Code(s)</th>
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**TRANSPORTATION CONTRACT DEMAND**

- Maximum Quantity - D-Code (Dth/d) 1/
- Delivery Pressure (p.s.i.g.) Not less than 2/
- Delivery Pressure (p.s.i.g.) Not greater than 2/

**Issued on:** March 4, 2015  
**Effective on:** April 1, 2015
Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Electric Power Cooperative, Inc. (Shipper)
Dated: April 1, 2015

<table>
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<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
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<td>As listed in Exhibit A</td>
<td>See ¶ 9 - October 31, 2024</td>
<td>(1a)</td>
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<table>
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<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>DAEPCWIL</td>
<td>216815</td>
<td>See ¶ 9 - October 31, 2024</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-8 reservation rate for the Arizona rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $23.5973 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-8 to the Arizona rate zone (“Final Reservation Rate”) that is lower than $23.5973 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the term of this Agreement. Notwithstanding Paragraph 13 of this Agreement, this negotiated rate shall remain unchanged for the term of this Agreement except as may be decreased under this footnote 1a.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020
Transportation Service Agreement
Rate Schedule FT-1

Dated: March 16, 2020

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:** SEMPRA GAS & POWER MARKETING, LLC

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes X No________
10. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>50,000</td>
<td>April 1, 2020 – October 31, 2030</td>
</tr>
</tbody>
</table>

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

   - **Beginning:** April 1, 2020
   - **Ending:** October 31, 2030

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

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

   **To Shipper:**
   SEMPRA GAS & POWER MARKETING, LLC
   488 8th Ave HQ 11N1
   San Diego, CA  92101
   Attn:  Leila Tanbouz

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

   EL PASO NATURAL GAS COMPANY, L.L.C.  
   SEMPRA GAS & POWER MARKETING, LLC

   Accepted and agreed to this  
   _______ day of ___________________, 2020.  

   Accepted and agreed to this  
   _______ day of ___________________, 2020.
EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2020 – December 31, 2020

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<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
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Ex. A-1
### EXHIBIT A CONT’D

**Effective Dates:** January 1, 2021 – October 31, 2030

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<th>Dec</th>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
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</tbody>
</table>

**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
Exhibit B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020

Primary Receipt Point(s)
Primary Delivery Point(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Fuel 2/
Surcharges 3/

As listed in Exhibit A
As listed in Exhibit A
See ¶11 (1a)

Primary and Alternate Receipt Point(s) / Location(s)
Primary and Alternate Delivery Point(s) / Location(s)
Point Identification Number (PIN)
Point Identification Number (PIN)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Fuel 2/
Surcharges 3/

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IMSKITE 398670
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IARLVALY 314985
KRAMER 332554
SIDEWNDR 332555
PASTORIA 332553
SOCWR 332531
LAPALOMA 302144

See ¶11 (1a)

Ex. B-1

Issued on: March 20, 2020
Effective on: April 1, 2020
EXHIBIT B CONT’D

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 $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter’s Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019
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:** MEX GAS SUPPLY, S.L.

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes__X___ No______
10. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>24,790</td>
<td>See ¶11</td>
</tr>
</tbody>
</table>

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

a. **Effective Date.** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 612653-FT1EPNG), Contract No. 612652-FT1EPNG and Contract No. 612654-FT1EPNG (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) June 1, 2019; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any further modification or condition. Until FERC’s approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

b. **Termination Date.** This Agreement shall terminate on December 31, 2025.

c. **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.
12. **Notices, Statements, and Bills:**

**To Shipper:**
MEX GAS SUPPLY, S.L.
Lago Zúrich 245 Piso 7 Torre Zúrich
Colonia Ampliación Granada, C.P. 11529
Delegación Miguel Hidalgo, Ciudad de México.
Attn: Medardo Becerril

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

Transporter shall make available each month to Shipper the original invoice, delivered by overnight mail (regular mail service shall not be used), at least ten (10) Days prior to payment date. Any retroactive adjustment invoice shall be subject to the same procedure.

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT2QQ000 originally dated January 1, 2009 and last amended and restated by agreement dated January 1, 2015; and Agreement No. FT3EV000 originally dated November 1, 2015.

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. **Arbitration:**

a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“Rules”), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

c. The place of arbitration shall be New York, New York.

d. The language of the arbitration shall be English.

e. The arbitrator’s decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys’ fees shall be payable by the party against whom such award is enforced.

f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.
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 handwritten signature.

EL PASO NATURAL GAS COMPANY, L.L.C.  MEX GAS SUPPLY, S.L.

________________________________________  __________________________________________

________________________________________  __________________________________________

Accepted and agreed to this  Accepted and agreed to this

_______ day of ________________________, 2019.  ______ day of ________________________, 2019.
**EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

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

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<th>Primary Delivery PIN Name</th>
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</table>

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

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

Ex. A-1

---

Issued on: May 1, 2019  
Effective on: June 1, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)
Dated: April 3, 2019

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<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
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<td>(1a)</td>
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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 $7.8046 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Ex. B-1
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: April 3, 2019

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Comision Federal de Electricidad

Dated: November 1, 2014
Transportation Service Agreement  
Rate Schedule FT-1  
Dated: November 1, 2014

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:** COMISION FEDERAL DE ELECTRICIDAD

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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. Shipper may request to redesignate primary point rights pursuant to the terms and conditions of Transporter’s Tariff.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

In addition to the rates set forth in Exhibit B, Shipper shall pay Transporter all applicable Usage Charges, ACA Surcharges, fuel and lost and unaccounted-for gas ("L&U") charges, and all other surcharges including surcharges for costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other costs arising from any statutory or regulatory framework whatsoever (“Greenhouse Gas Costs”) which are (i) approved by the FERC, (ii) approved by the FERC in or pursuant to any subsequent fuel/L&U filing and/or (iii) authorized by Transporter’s Tariff.

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

8. **Negotiated Rate Agreement:** Yes______ No X

9. **Term of Agreement:**  
   **Beginning:** November 1, 2014  
   **Ending:** April 5, 2028
Shipper’s Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable only to all of Shipper’s TCD in the Willcox Lateral in effect at that time, and exercisable in accordance with the notice provisions of Transporter’s Tariff then in effect, at Shipper’s initial rate set forth in Exhibit B.

10. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3DM000 electronically executed on October 22, 2014.

11. Transportation Contract Demand (“TCD”):

<table>
<thead>
<tr>
<th>TCD</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>95,000</td>
<td>November 1, 2014 – April 5, 2028</td>
</tr>
</tbody>
</table>

12. Notices, Statements, and Bills:

To Shipper: Comision Federal de Electricidad  
Periferico Sur No. 4156. Piso 2  
Col. Fuentes del Pedregal  
C.P. 01900 Mexico, D.F.  
Attn: Lic. Jorge Granados Monroy  

To Transporter: See “Points of Contact” in the Tariff.

13. 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.

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. Limitation of Liability: NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

16. Creditworthiness: Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, demonstrating creditworthiness equal to the amount of one year of reservation charges. Shipper must also satisfy all other creditworthiness provisions of Transporter’s Tariff.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

COMISION FEDERAL DE ELECTRICIDAD

By________________________
Guillermo Turrent Schnaas
Director de Modernización

Date________________________

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

By________________________
Will W. Brown
Director of Marketing

Date________________________
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: November 1, 2014

Effective Dates: November 1, 2014 - April 5, 2028

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<tr>
<th>Maximum Quantity - D-Code (Dth/d) 1/</th>
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<tbody>
<tr>
<td>Shipper's Transportation Contract Demand: See Paragraph 11</td>
</tr>
</tbody>
</table>

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
### EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: November 1, 2014

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
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</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>November 1, 2014 - April 5, 2028</td>
<td>(1a)</td>
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<td></td>
<td></td>
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</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $2.8135 stated as a monthly rate per Dekatherm. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

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

Dated: March 1, 2013
Transportation Service Agreement
Rate Schedule FT-1
Dated:  March 1, 2013

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**: MEXICANA DE COBRE, S.A. DE C.V.

3. **Applicable Tariff**: Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

**Recovery for Carbon Tax and Greenhouse Gas Costs**: Shipper shall pay Transporter for any FERC-approved costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other costs arising from any statutory or regulatory framework whatsoever ("Greenhouse Gas Costs"). Transporter shall seek to recover any Greenhouse Gas Costs that are imposed on Transporter and/or the cost of any greenhouse gas mitigation efforts that are incurred by Transporter to eliminate or offset its carbon emissions through a FERC proceeding. Transporter may make multiple tariff filings to separately permit the recovery of Greenhouse Gas Costs.

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

8. **Negotiated Rate Agreement**: Yes ___ X ___ No _____

9. **Term of Agreement**:

**Beginning**: The date the 2014 Willcox Lateral Looping Project which is described below is completed and ready for service and Transporter is authorized to place the 2014 Willcox Lateral Looping Project into service (the “In-Service Date”).

Issued on: November 27, 2013
Effective on: January 1, 2014
**Ending**: Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project

**Construction of Facilities**: The Parties recognize that Transporter must construct facilities in order to provide transportation service for Shipper in accordance with this Agreement. Transporter is seeking regulatory approvals, permits, and other authorizations required to construct 11.2 miles of pipeline, looping the east leg of its Willcox Lateral (also known as Line No. 2164), to increase the minimum delivery pressure at the IDOUGLAS delivery point to seven hundred ninety-five (795) pounds per square inch gauge (psig) ("2014 Willcox Lateral Looping Project"). Subject to Transporter's receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the 2014 Willcox Lateral Looping Project, in a form and substance satisfactory to Transporter in its sole discretion, Transporter shall use commercially reasonable efforts to achieve an In-Service Date of not later than January 1, 2014.

**Partial Month Service (following In-Service Date)**: If the In-Service Date occurs on any day other than the first day of a calendar month, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of days the 2014 Willcox Lateral Looping Project is available for service divided by the number of days in the month in which the In-Service Date occurs. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date of the 2014 Willcox Lateral Looping Project.

If the In-Service Date occurs on any day other than the first day of a calendar month, the provisions relating to Partial Month Service shall apply to the reservation charge payment obligations of Shipper in that first partial month and Shipper’s obligation for payment of the full Reservation Charge shall commence on the first day of the following month.

10. **Conditions Precedent**: Transporter’s obligations to develop the 2014 Willcox Lateral Looping Project and increase delivery pressures at the IDOUGLAS Delivery Point, as described above, are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions precedent:

A. Compliance by the Shipper with the terms of this Agreement and the applicable provisions of Transporter’s Tariff; and

B. The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the 2014 Willcox Lateral Looping Project, in a form and substance satisfactory to Transporter in its sole discretion.

If the requirements of this Section 10 are not fully satisfied, where applicable, by the dates specified herein, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days’ advance written notice of such termination; provided, however, that if the relevant requirements of this Section 10 are met or waived after Transporter provides the 60-day advance written notice described above but before the 60-day period set in motion by such notice has completely run, then such notice shall be deemed null and void.

11. **Shipper’s Right of First Refusal**: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, exercisable and administered in accordance with the provisions of Transporter’s Tariff then in effect; provided, however, that Shipper’s contractual right of first refusal shall be applicable only to Shipper’s full TCD on the Willcox Lateral at the conclusion of the Initial Term and at Shipper’s initial rate set forth in Exhibit B.

12. **Effect on Prior Agreement(s)**: When this Agreement becomes effective, it shall supersede and cancel Agreement No. FT368000 dated December 15, 2012 and Transportation Precedent Agreement 10233A entered on November 30, 2012.
13. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/day)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>90,000</td>
<td>The In-Service Date for the 2014 Willcox Lateral Looping Project until twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project.</td>
</tr>
</tbody>
</table>

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

   - **To Shipper:** Mexicana de Cobre, S. A. de C.V.
     Campos Eliseos 400
     Chapultepec
     Mexico, D.F. 11500
     Attn: Enrique Wiechers

   - **To Transporter:** See “Points of Contact” in the Tariff.

15. **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.

16. **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.)

17. **Limitation of Liability:** NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

18. **Further Assurance:** Each of the Parties shall, at the request of the other, execute and deliver or cause to be executed and delivered all such agreements, other documents and instruments, and take or cause to be taken all such other reasonable actions as may be necessary or desirable in order to more fully and effectively carry out the intents and purposes of this Agreement. Any such agreements, documents or instruments, if required, shall be filed along with this Agreement with the FERC.

19. **Non-Waiver:** No waiver by either party of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future defaults, whether of a like or different character.
20. **Creditworthiness:** Shipper shall maintain through December 31, 2023, an irrevocable, unconditional guarantee of its obligations under this Agreement, substantially in the form of the guarantee initially furnished to Transporter on August 13, 2012, equal to two (2) years of the anticipated charges under this Agreement and issued by a creditworthy person or entity ("Guarantor"). Shipper's Guarantor shall be deemed creditworthy by making a demonstration to Transporter that: (i) Guarantor's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Ba3 by Moody's Investor Service ("Moody's"), or Guarantor's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Guarantor is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Guarantor is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in Section 20(i); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Guarantor's Tangible Net Worth. For purposes of this section, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets). If at any time before December 31, 2023, Shipper's Guarantor is unable to satisfy the creditworthiness obligations set forth in this section, then Shipper shall furnish to Transporter and maintain an irrevocable letter of credit from a financial institution with a senior unsecured credit rating of A- or better from S&P and A3 or better by Moody's, in an amount equal to two (2) years of the anticipated charges under this Agreement. Shipper must also satisfy all other creditworthiness provisions of Transporter's Tariff.

21. **Third Party Beneficiary:** The Financing Parties' Representative is an express third party beneficiary of the rights of Shipper hereunder, entitled to all of the benefits of this Agreement to which Shipper is entitled hereunder. Transporter hereby acknowledges the right, but not the obligation, of the Financing Parties' Representative to make all demands, give all notices, cure all defaults, take all actions and exercise all rights of Shipper in accordance herewith, and agrees that in such event Transporter shall continue to perform its obligations hereunder, provided Shipper continues to satisfy its obligations (other than any obligations satisfied by the Financing Parties' Representative in accordance with this Section 21) under this Agreement. In the event the Financing Parties' Representative exercises such right, Shipper agrees that Transporter shall be permitted to rely upon any demands, instructions, notices, nominations, etc. received from the Financing Parties' Representative, and Shipper shall be bound by such actions. The Financing Parties' Representative shall be a third party beneficiary only in respect of 74,700 Dth/day of the TCD, which the parties agree is the portion of the TCD required for the purpose of serving the electric power facility located north of the City of Nacozari, Mexico (the "Power Plant" and such portion, the "Plant Portion"). Transporter agrees that, if the Financing Parties' Representative shall notify Transporter that it is exercising its rights (a) to have itself or its designee substituted for Shipper hereunder or (b) to assign, transfer or otherwise dispose of its interest hereunder to a natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity (each, a "Designated Person") that undertakes the operation of the Power Plant, then the Financing Parties' Representative, the Financing Parties' Representative's designee or such Designated Person, as applicable (the "Substitute Owner"), provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder, shall be substituted for Shipper hereunder and that, in such event, Transporter will continue to perform its obligations hereunder in favor of the Substitute Owner, subject to the terms and conditions hereof and provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder (such substitution, the "Substitution"). In addition, effective on the date of the Substitution, Transporter, Shipper and the Substitute Owner shall amend and restate this Agreement to divide this Agreement into two parts: one in respect of the Plant Portion, to be entered into between the Substitute Owner and Transporter (such amended agreement, the "Substitute Owner Agreement") and a second agreement for the remaining portion of the TCD, to be entered into between Shipper and Transporter (such amended agreement, the "Amended Shipper Agreement"), each such agreement being otherwise on terms substantially similar to this Agreement.
Transporter acknowledges and agrees that, until such time as the Financing Parties’ Representative exercises its rights hereunder, none of the Financing Parties’ Representative or the Financing Parties’ Representative’s designee shall have any liability or obligation hereunder as a result of its rights hereunder as an express third party beneficiary or otherwise, nor shall the Financing Parties’ Representative or the Financing Parties’ Representative’s designee be obligated or required to perform any of Shipper's obligations hereunder. In the event of the Substitution, the Financing Parties’ Representative shall be fully responsible for all obligations of Shipper with regard to the rights exercised by the Financing Parties’ Representative. Following the date of the Substitution, Substitute Owner shall assume all obligations of Shipper hereunder.

For purposes hereof, “Financing Parties’ Representative” means any Person identified in a written notice from Shipper to Transporter as being the Financing Parties’ Representative under this Agreement. Until such time as the Financing Parties’ Representative exercises any right hereunder to have itself or its designee substituted for Shipper hereunder, Shipper shall have the right to change the Financing Parties’ Representative pursuant to a written notice to Transporter and countersigned by the then-existing Financing Parties’ Representative. If requested by Shipper, Transporter hereby agrees to acknowledge in writing that a particular Person so identified in any written notice delivered pursuant to this Section 21 is the Financing Parties' Representative for purposes hereof.

If any aspect of this Third Party Beneficiary Provision is determined by the FERC to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Transporter tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of agreement placing parties into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

MEXICANA DE COBRE, S.A. DE C.V.  

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

Signature: _______________________________  
Signature: _______________________________

Gregory W. Ruben  
Vice President

Name: _________________________________  

Title: _________________________________  

Date: _________________________________

Date: _________________________________
EXHIBIT A  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Mexicana de Cobre, S.A. de C.V. (Shipper)  
Dated: March 1, 2013  

Effective Date: The In-Service Date for the 2014 Willcox Lateral Looping Project until Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Expansion Project

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d) 1/</th>
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<tr>
<td>IWLCOXR</td>
<td>294937</td>
<td>IDOUGLAS</td>
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<tr>
<td></td>
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<td></td>
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<td>December: 90,000</td>
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</table>

TRANSPORTATION CONTRACT DEMAND

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<tr>
<th></th>
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<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
</table>
| Shipper's Transportation Contract Demand:  See Paragraph 13

Issued on: November 27, 2013  
Effective on: January 1, 2014
Effective Date: The In-Service Date for the 2014 Willcox Lateral Looping Project until Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral

<table>
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<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Meter No.</th>
<th>Meter DRN Code(s)</th>
<th>Description</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 2/</th>
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</thead>
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<td>IDOUGLAS</td>
<td>242734</td>
<td>14946</td>
<td>242734</td>
<td>Mexicana de Cobre / Douglas Meter Station</td>
<td>795</td>
<td></td>
</tr>
</tbody>
</table>

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: March 1, 2013

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>In-Service Date for the 2014 Willcox Lateral Looping Project - Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

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 $5.7635 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

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

Dated: December 15, 2012
Transportation Service Agreement  
Rate Schedule FT-1  
Dated: December 15, 2012

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**: MEXICANA DE COBRE, S.A. DE C.V.

3. **Applicable Tariff**: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement**: Yes_______ No X___

9. **Term of Agreement**:

   **Beginning**: The date the Willcox Lateral Expansion Project (as defined below) is completed and ready for service and Transporter is authorized to place the Willcox Lateral Expansion Project into service (the "In-Service Date").

   **Ending**: Fifteen (15) years from the In-Service Date for the Willcox Lateral Expansion Project

Transporter is seeking regulatory approvals, permits, and other authorizations required to re-pipe, restage and add cooling capability to its Willcox Compressor Station to effectuate the firm delivery of 185,000 dekatherms (Dth) per day of natural gas on Transporter's Willcox Lateral ("Willcox Lateral Expansion Project").

Transporter shall use commercially reasonable efforts to achieve an In-Service Date of no later than April 1, 2013. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
If Transporter does not receive all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Willcox Lateral Expansion Project, in a form and substance satisfactory to Transporter, in its sole discretion, by November 30, 2012, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days’ advance written notice of such termination.

10. **Shipper’s Right of First Refusal:** Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable only to all of Shipper's TCD from Waha to Willcox Station in effect at that time, and exercisable in accordance with the notice provisions of Transporter’s Tariff then in effect.

11. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate Agreement No. FT369000 dated January 1, 2012.

12. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>50,000</td>
<td>The In-Service Date for the Willcox Lateral Expansion Project until one (1) year from the In-Service Date for the Willcox Lateral Expansion Project.</td>
</tr>
<tr>
<td>90,000</td>
<td>First Anniversary of the Willcox Lateral Expansion Project In-Service Date until fourteen (14) years after the First Anniversary of the In-Service Date for the Willcox Lateral Expansion Project.</td>
</tr>
</tbody>
</table>

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

**To Shipper:** Mexicana de Cobre, S. A. de C.V.
Campos Eliseos 400
Chapultepec
Mexico, D.F. 11500
Attn: Enrique Wiechers

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

14. **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.

15. **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.)
16. **Third Party Beneficiary:** The Financing Parties' Representative is an express third party beneficiary of the rights of Shipper hereunder, entitled to all of the benefits of this Agreement to which Shipper is entitled hereunder. Transporter hereby acknowledges the right, but not the obligation, of the Financing Parties' Representative to make all demands, give all notices, cure all defaults, take all actions and exercise all rights of Shipper in accordance herewith, and agrees that in such event Transporter shall continue to perform its obligations hereunder, provided Shipper continues to satisfy its obligations (other than any obligations satisfied by the Financing Parties' Representative in accordance with this Section 16) under this Agreement. In the event the Financing Parties' Representative exercises such right, Shipper agrees that Transporter shall be permitted to rely upon any demands, instructions, notices, nominations, etc. received from the Financing Parties' Representative, and Shipper shall be bound by such actions. The Financing Parties' Representative shall be a third party beneficiary only in respect of 74,700 Dth/day of the TCD, which the parties agree is the portion of the TCD required for the purpose of serving the electric power facility located north of the City of Nacozari, Mexico (the "Power Plant" and such portion, the "Plant Portion").

Transporter agrees that, if the Financing Parties' Representative shall notify Transporter that it is exercising its rights (a) to have itself or its designee substituted for Shipper hereunder or (b) to assign, transfer or otherwise dispose of its interest hereunder to a natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity (each, a "Designated Person") that undertakes the operation of the Power Plant, then the Financing Parties' Representative, the Financing Parties' Representative's designee or such Designated Person, as applicable (the "Substitute Owner"), provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder, shall be substituted for Shipper hereunder and that, in such event, Transporter will continue to perform its obligations hereunder in favor of the Substitute Owner, subject to the terms and conditions hereof and provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder, shall be substituted for Shipper hereunder, be entitled hereunder. Transporter hereby acknowledges the right, but not the obligation, of the Financing Parties' Representative to make all demands, give all notices, cure all defaults, take all actions and exercise all rights of Shipper in accordance herewith, and agrees that in such event Transporter shall continue to perform its obligations hereunder, provided Shipper continues to satisfy its obligations (other than any obligations satisfied by the Financing Parties' Representative in accordance with this Section 16) under this Agreement. In the event the Financing Parties' Representative exercises such right, Shipper agrees that Transporter shall be permitted to rely upon any demands, instructions, notices, nominations, etc. received from the Financing Parties' Representative, and Shipper shall be bound by such actions. The Financing Parties' Representative shall be a third party beneficiary only in respect of 74,700 Dth/day of the TCD, which the parties agree is the portion of the TCD required for the purpose of serving the electric power facility located north of the City of Nacozari, Mexico (the "Power Plant" and such portion, the "Plant Portion").

Transporter acknowledges and agrees that, until such time as the Financing Parties' Representative exercises its rights hereunder, none of the Financing Parties' Representative or the Financing Parties' Representative's designee shall have any liability or obligation hereunder as a result of its rights hereunder as an express third party beneficiary or otherwise, nor shall the Financing Parties' Representative or the Financing Parties' Representative's designee be obligated or required to perform any of Shipper's obligations hereunder. In the event of the Substitution, the Financing Parties' Representative shall be fully responsible for all obligations of Shipper with regard to the rights exercised by the Financing Parties' Representative. Following the date of the Substitution, Substitute Owner shall assume all obligations of Shipper hereunder.

For purposes hereof, "Financing Parties' Representative" means any Person identified in a written notice from Shipper to Transporter as being the Financing Parties' Representative under this Agreement. Until such time as the Financing Parties' Representative exercises any right hereunder to have itself or its designee substituted for Shipper hereunder, Shipper shall have the right to change the Financing Parties' Representative pursuant to a written notice to Transporter and countersigned by the then-existing Financing Parties' Representative. If requested by Shipper, Transporter hereby agrees to acknowledge in writing that a particular Person so identified in any written notice delivered pursuant to this Section 16 is the Financing Parties' Representative for purposes hereof.
If any aspect of this Third Party Beneficiary Provision is determined by the FERC to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Transporter tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of agreement placing parties into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

MEXICANA DE COBRE, S.A. DE C.V.

By___________________________________
Name_________________________
Title__________________________
Date__________________________

By___________________________________
Name_________________________
Title__________________________
Date__________________________

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

By___________________________________
Will W. Brown
Director of Marketing

By___________________________________
Name_________________________
Title__________________________
Date__________________________
### EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

Effective Date: The In-Service Date for the Willcox Lateral Expansion Project until one (1) year after the In-Service Date

Maximum Quantity - D-Code (Dth/d)

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|-----------|---------|---------|-------|------|-----|------|------|------|--------|-----------|--------|----------|----------|
| WAHA                                                       | 216752              | IWLCOXD                                                     | 295510              | SS1       | 50,000  | 50,000  | 50,000 | 50,000| 50,000| 50,000| 50,000| 50,000| 50,000 | 50,000    | 50,000  | 50,000   | 50,000   |

| TRANSPORTATION CONTRACT DEMAND | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000    | 50,000  | 50,000   | 50,000   |
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

Effective Date: The First Anniversary of the In-Service Date for the Wilcox Lateral Expansion Project until fourteen (14) years after the First Anniversary of the In-Service Date

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

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-----------------------------------------------------------|---------------------|---------------------------------------------------------------|---------------------|-----------|---------|---------|------|------|-----|------|------|-------|----------|-----------|----------|----------|----------|
| WAHA                                                      | 216752              | IWILCOXD                                                     | 295510              | SS1       | 90,000  | 90,000  | 90,000| 90,000| 90,000| 90,000| 90,000| 90,000| 90,000   | 90,000    | 90,000   | 90,000   | 90,000   |

TRANSPORTATION CONTRACT DEMAND
90,000 90,000 90,000 90,000 90,000 90,000 90,000 90,000 90,000 90,000 90,000 90,000

Shipper's Transportation Contract Demand: See Paragraph 12

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

To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

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<th>Usage Rate 1/</th>
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<td>In-Service Date for the Willcox Lateral Expansion Project - fifteen (15) years from the In-Service Date for the Willcox Lateral Expansion Project</td>
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EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $13.2616 stated as a monthly rate per Dekatherm. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: September 17, 2019
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**: SOUTHWEST GAS CORPORATION

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

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

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

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

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

7. **Rates and Surcharges**: As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate**: Yes__________ No______

**Issued on**: October 29, 2019  
**Effective on**: November 1, 2019
10. Transportation Contract Demand ("TCD"):

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<td>164,888</td>
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<td>164,118</td>
<td>October</td>
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11. Term of Firm Transportation Service: Beginning: November 1, 2006 Ending: March 31, 2020

Right-of-First-Refusal. The right-of-first-refusal, pursuant to Section 4.14 of the General Terms and Conditions, shall apply to this Agreement.

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:
SOUTHWEST GAS CORPORATION
5241 Spring Mountain Road
Las Vegas, NV 89150
Attn: Vice President
Gas Resources and Energy Services

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT28M000-FTAEPNG, originally dated November 1, 2006 and last amended and restated by agreement dated September 24, 2018.

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.  
SOUTHWEST GAS CORPORATION

Accepted and agreed to this

_______ day of ___________________, 2018.  

_______ day of ___________________, 2018.
Part VII: Non-Conforming

Section 24.1 - Southwest Gas #FT28M000-FTAEPNG Exhibit A

Version 8.0.0

Agreement No. FT28M000-FTAEPNG

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

Exhibit A

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

Dated: September 17, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: November 1, 2019 - March 31, 2020

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Ex. A-1

Issued on: October 29, 2019
Effective on: November 1, 2019
### EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

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<thead>
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<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
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Ex. A-2
**EXHIBIT A**

To The

Firm Transportation Service Agreement

Rate Schedule FT-1

between

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

and

SOUTHWEST GAS CORPORATION

(Shipper)

**Dated:** September 17, 2019

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Ex. A-3

**Issued on:** October 29, 2019

**Effective on:** November 1, 2019
### EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C. and
SOUTHWEST GAS CORPORATION (Shipper)
Dated: September 17, 2019

Effective Dates: November 1, 2019 – March 31, 2020

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Ex. A-4

Issued on: October 29, 2019

Effective on: November 1, 2019
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Ex. A-5

Issued on: October 29, 2019
Effective on: November 1, 2019
### EXHIBIT A

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

Dated: September 17, 2019

| 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/ |
|---------------------------|--------|----------|--------------------------------------------------|------|-----|-------|-------|------|------|------|------|------|------|------|----------------------------------|-----------------------------------------------|
| DSWG TUS 301133 320127   |        |          | SWG AZ/EPNG WALTER ISOM C 15 PINAL               | 48   | 12  | 25    | 31    | 44   | 45   | 25   | 17   | 5   | 21  | 100                          |                                                |
| DSWG TUS 301133 320124   |        | 301133   | SWG AZ/EPNG STATION #11 PINAL                    | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 30                           |                                                |
| DSWG TUS 301133 320123   |        | 301133   | SWG AZ/EPNG STATION #10 PINAL                    | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 30                           |                                                |
| DSWG TUS 301133 320122   |        | 301133   | SWG AZ/EPNG MILTON P SMITH C 9 PINAL            | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 125                          |                                                |
| DSWG TUS 301133 320121   |        | 301133   | SWG AZ/EPNG HARUM SINGH C 7 PINAL               | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 20                           |                                                |
| DSWG TUS 301133 320119   |        | 301133   | SWG AZ/EPNG R C SMITH C 3 PINAL                 | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 40                           |                                                |
| DSWG TUS 301133 320118   |        | 301133   | SWG AZ/EPNG RUSSELL DRAPER C 2 PINAL            | 10   | 4   | 4     | 4     | 5    | 6    | 4    | 4    | 2   | 9   | 40                           |                                                |
| DSWG TUS 301133 314992   |        | 301133   | SWG AZ/EPNG NEW TUCSON PINA                      | 32   | 14  | 8     | 4     | 5    | 8    | 4    | 9    | 6   | 22  | 400                          |                                                |
| DSWG TUS 301133 314580   |        | 301133   | SWG AZ/EPNG HUNT BERWICK DELIVERY PT            | 532  | 7   | 224   | 184   | 236  | 435  | 547  | 292  | 138 | 100 | 361                          |                                                |
| DSWG SUP 301133 334794   |        | 301133   | SWG AZ/EPNG S-5 FLORENCE CITY GATE #1           | 1,670 | 1,018 | 1,071 | 1,307 | 760 | 1,045 | 935    | 718   | 641   | 679 | 1,211 | 1,321 |                                                |
| DSWG SUP 301131 334787   |        | 301131   | SWG AZ/EPNG MAIN LINE TAP PINAL                 | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           |                                                |
| DSWG SUP 301131 330837   |        | 301131   | SWG AZ/EPNG COOLIDGE MAIN LINE TAP P            | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           |                                                |
| DSWG SUP 301131 330430   |        | 301131   | SWG AZ/EPNG FLORENCE CITY GATE PINAL            | 460  | 294 | 173   | 60    | 35   | 30   | 135  | 117  | 122  | 138 | 174  | 357                           |                                                |
| DSWG SUP 301131 330065   |        | 301131   | SWG AZ/EPNG COOLIDGE NO 1 T-2 PINAL             | 876  | 493 | 403   | 343   | 143  | 164  | 161  | 148  | 175  | 242 | 574  | 764                           |                                                |
| DSWG SUP 301131 330549   |        | 301131   | SWG AZ/EPNG ARCOTA STEEL MILL 30-760            | 43   | 29  | 25    | 10    | 10   | 10   | 10   | 10   | 13  | 17  | 25                           |                                                |
| DSWG SUP 301131 320519   |        | 301131   | SWG AZ/EPNG SUPERIOR CITY GATE #2 P             | 486  | 335 | 317   | 352   | 286  | 285  | 280  | 271  | 272  | 286  | 302 | 384                          | 100                                            |
| DSWG SUP 301131 320322   |        | 301131   | SWG AZ/EPNG ARIZONA WATER CO S 34 P             | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           | 100                                           |
| DSWG SUP 301131 320142   |        | 301131   | SWG AZ/EPNG J A ROBERTS S 25 PINAL              | 451  | 362 | 278   | 240   | 91   | 68   | 64   | 61   | 68  | 163 | 309                          | 473                                           |
| DSWG SUP 301131 320115   |        | 301131   | SWG AZ/EPNG FEDERAL PRISON S 1 PINAL            | 138  | 90  | 84    | 64    | 44   | 26   | 26   | 25   | 25  | 49  | 81                           | 132                                           |
| DSWG SUP 301131 320113   |        | 301131   | SWG AZ/EPNG SUPERIOR PINAL                      | 100                           |                                                |
| DSWG SUP 301131 320106   |        | 301131   | SWG AZ/EPNG COOLIDGE NO 3 PINAL                 | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           | 100                                           |
| DSWG SUP 301131 320105   |        | 301131   | SWG AZ/EPNG COOLIDGE NO 2 PINAL                 | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           | 200                                           |
| DSWG SNM 301133 331459   |        | 301133   | SWG AZ/EPNG MLT SAN MANUEL PINAL                | 10   | 10  | 10    | 10    | 10   | 10   | 10   | 10   | 10  | 10  | 10                           |                                                |
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Ex. A-6

Issued on: October 29, 2019  
Effective on: November 1, 2019
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## El Paso Natural Gas Company, L.L.C.

### Section 24.1 - Southwest Gas #FT28M000-FTAEPNG Exhibit A

**Part VII: Non-Conforming**

**FERC Gas Tariff Section 24.1 - Southwest Gas**

**DSWG PHX**

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**Table Ex. A-8**

**Issued on:** October 29, 2019  
**Effective on:** November 1, 2019
## EXHIBIT A

**To The**
Firm Transportation Service Agreement
Rate Schedule FT-1
between

EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: September 17, 2019

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**Ex. A-9**

Issued on: October 29, 2019

Effective on: November 1, 2019
### EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

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Ex. A-10

Issued on: October 29, 2019

Effective on: November 1, 2019
### EXHIBIT A

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

Dated: September 17, 2019

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Ex. A-11

Issued on: October 29, 2019

Effective on: November 1, 2019
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Ex. A-12

Issued on: October 29, 2019  Effective on: November 1, 2019
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 24.1 - Southwest Gas #FT28M000-FTAEPNG Exhibit A
Version 8.0.0

Agreement No. FT28M000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

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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.

Ex. A-13

Issued on: October 29, 2019
Effective on: November 1, 2019
**EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

**SOUTHWEST GAS CORPORATION**
(Shipper)

Dated: September 17, 2019

<table>
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<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
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Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time. In accordance with, and subject to, paragraph 15, Shipper shall pay El Paso the lesser of the Article 11.2 Rate Schedule FT-1 Arizona rates set forth on Section 37 of El Paso's Tariff or El Paso's otherwise applicable maximum Rate Schedule FT-1 Arizona rates, plus applicable surcharges.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

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

Issued on: October 29, 2019

Effective on: November 1, 2019
April 3, 2013

Mr. Tom Carlson  
Arizona Public Service Company  
400 N. 5th Street, M.S. 9831  
Phoenix, AZ 85072-3999

Dear Tom:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for Arizona Public Service Company (“APS”) (EPNG and APS jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT24U000, FT24V000, FT24T000, FT24W000 and H8227000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract No. FT24U000 (to be replaced by Contract No. FT39D000), Contract No. FT24V000 (to be replaced by Contract No. FT39E000), Contract No. FT24W000 (to be replaced by Contract No. FT39H000), and Contract No. H8227000 (to be replaced by Contract No. H822E000). Additionally, the Parties have executed amendments to Contract Nos. FT24T000 and OA22X000 that, when effective, will amend and restate those contracts (the amended contracts are hereinafter referred to as “Amended Contract No. FT24T000” and “Amended Contract No. OA22X000,” respectively). Contract Nos. FT39D000, FT39E000, FT39H000, H822E000, Amended Contract No. FT24T000, and Amended Contract No. OA22X000 shall be collectively referred to as the “Contract Package.”

2. Within thirty (30) calendar days following the execution of this Letter Agreement and the agreements in the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s).
If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and the Letter Agreement and the agreements comprising the Contract Package will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition.

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay APS by electronic funds transfer (or by other mutually agreeable means):
   a. $1,369,628 for refunds in Docket No. RP08-426-000. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to APS regardless of any past or future FERC or court decisions in that or any other proceeding; and
   b. $5,572,104 for refunds in Docket No. RP10-1398-000. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which APS may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 6 of this Letter Agreement, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363-000. No refunds shall be paid, due or owing in association with Contract Nos. FT24U000 or FT24V000. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:
   a. For Contract Nos. FT24W000 and FT39H000, if any specific reservation or usage rate in Contract No. FT39H000 is higher than the applicable maximum recourse reservation rate or usage rate (“Final Reservation Rate” and “Final Usage Rate,” respectively) ultimately established for the same service by the FERC in Docket No. RP10-1398-000 by a final order no longer subject to rehearing and appeal (“Final Order”), EPNG shall pay APS additional refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate in Contract No. FT39H000. Refunds, if any, associated with service under Contract Nos. FT24W000 and FT39H000 to “out-of-zone” deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.
   b. For Contract Nos. H8227000 and H822E000, if any specific reservation or usage rate in Contract No. H822E000 is higher than the Final Reservation Rate and Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS additional refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate in Contract No. H822E000. Refunds, if any, associated with service under Contract Nos. H8227000 and H822E000 to “out-of-zone” deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.
c. For Contract Nos. FT39D000 and FT39E000, if any specific usage rate in these two contracts is higher than the Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS refunds associated with those contracts based on the difference between the Final Usage Rate, as applicable, and the usage rate paid under Contract Nos. FT39D000 and FT39E000. Refunds, if any, associated with service under Contract Nos. FT39D000 and FT39E000 to “out-of-zone” deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

d. For Contract No. FT24T000 and Amended Contract No. FT24T000, if any specific reservation or usage rate paid under those contracts during the applicable time period is higher than the Final Reservation Rate and Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate paid under those contracts. Refunds, if any, associated with service under Contract No. FT24T000 and Amended Contract No. FT24T000 to “out-of-zone” deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by electronic funds transfer (or by other mutually agreeable means) when refunds are provided in Docket No. RP10-1398-000.

6. Upon the effective date of this Letter Agreement, APS agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to APS. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by APS, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects APS’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Robin J. Janes

ARIZONA PUBLIC SERVICE COMPANY

By________________________________
Name_________________________
Title__________________________
Date__________________________
Accepted and agreed to this _________ day of April, 2013.

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

By________________________________
Name Will W. Brown
Title Director of Marketing
Date__________________________
Accepted and agreed to this _________ day of April, 2013.

Arizona Public Service Company 4 April 3, 2013
August 13, 2013

Mr. Tom Carlson
Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999


Dear Tom:

El Paso Natural Gas Company, L.L.C. (“EPNG”) and Arizona Public Service Company (“APS”) (EPNG and APS jointly referred to herein as “Parties”) executed a letter agreement dated April 3, 2013 that was accepted in Docket No. RP13-786-000 by the Federal Energy Regulatory Commission (“FERC”) (hereinafter referred to as “April 3 Letter Agreement”). Paragraphs 4.a. and 4.b. of the April 3 Letter Agreement, inter alia, provide for refunds of $1,369,628 for Docket No. RP08-426-000 and $5,572,104 for Docket No. RP10-1398-000. Those refund amounts included interest calculated for a payment date of June 1, 2013. Because the payment occurred on June 19, 2013, the Parties agree that upon the approval or acceptance of the subject letter agreement (“Amendment”) by the FERC in its entirety, without any modification or condition, this Amendment shall amend: 1) Paragraph 4.a. of the April 3 Letter Agreement to include additional interest of $2,197.65 for Docket No. RP08-426-000; and 2) Paragraph 4.b. of the April 3 Letter Agreement to include additional interest of $8,944.47 for Docket No. RP10-1398-000. These additional amounts shall be paid by credit on the next invoice rendered to APS at least two days following such approval or acceptance by the FERC. If the credit is not on the September 2013 invoice, EPNG shall calculate the additional interest and credit such additional interest accruing after the rendering of the September 2013 invoice until an invoice is rendered with such credit. No other changes to the April 3 Letter Agreement or any other agreement are intended or will be effectuated by this Amendment and all other terms of the April 3 Letter Agreement or any other agreement shall remain unchanged by this Amendment.

If this Amendment reflects APS’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. The executed agreement may be scanned and sent to EPNG by e-mail to Ms. Robin Janes (robin_janes@kindermorgan.com). EPNG shall execute two (2) copies of that scanned document and provide one (1) copy to APS for its files. The scanned document when executed by both Parties shall constitute and be deemed an original document by the Parties.

Arizona Public Service Company

August 13, 2013
Sincerely,

______________

Robin J. Janes

ARIZONA PUBLIC SERVICE COMPANY

By____________________________

Name_________________________

Title__________________________

Date____________________________

Accepted and agreed to this _________ day of August, 2013.

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

By____________________________

Name_________________________

Title__________________________

Date____________________________

Accepted and agreed to this _________ day of August, 2013.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Arizona Public Service Company

Dated: May 1, 2017
Transportation Service Agreement
Rate Schedule FT-1
Dated: May 1, 2017

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:** ARIZONA PUBLIC SERVICE COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes [x] No

9. **Term of Agreement:**
   - Beginning: May 1, 2017
   - Ending: December 31, 2024

   A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT24T000 originally dated June 1, 2006 and last amended and restated by agreement dated June 1, 2013.
11. **Transportation Contract Demand ("TCD"):**

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<td>38,265</td>
<td>February</td>
</tr>
<tr>
<td>43,870</td>
<td>March</td>
</tr>
<tr>
<td>61,895</td>
<td>April</td>
</tr>
<tr>
<td>66,445</td>
<td>May</td>
</tr>
<tr>
<td>86,938</td>
<td>June</td>
</tr>
<tr>
<td>99,994</td>
<td>July</td>
</tr>
<tr>
<td>99,392</td>
<td>August</td>
</tr>
<tr>
<td>86,509</td>
<td>September</td>
</tr>
<tr>
<td>79,974</td>
<td>October</td>
</tr>
<tr>
<td>53,302</td>
<td>November</td>
</tr>
<tr>
<td>36,888</td>
<td>December</td>
</tr>
</tbody>
</table>

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

To Shipper: Arizona Public Service Company  
400 N. 5th Street, M.S. 9831  
Phoenix, AZ 85072-3999  
Attn: APS Fuel Procurement (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**ARIZONA PUBLIC SERVICE COMPANY**

By ___________________________  
Name __________________________  
Title __________________________  
Date __________________________

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

By ___________________________  
Name __________________________  
Title __________________________  
Date __________________________
**EXHIBIT A**
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

**Effective Dates:** May 1, 2017 – December 31, 2024

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|----------|---------|---------|-------|------|-----|------|-----|------|--------|----------|----------|----------|----------|
| BLANCO                                                      | 216748              | DAPS PHX                                                   | 216814              | CC1      | 30,075  | 29,903  | 32,326 | 51,970 | 44,793 | 58,510 | 69,494 | 72,793 | 56,305  | 65,224   | 45,376   | 33,687   |
| BLANCO                                                      | 216748              | DAPS PHX                                                   | 216814              | NS2      | 11,547  | 8,362   | 11,544 | 9,925  | 21,652 | 28,428 | 30,500 | 26,599 | 30,204  | 14,750   | 7,926    | 3,201    |

Shipper's Transportation Contract Demand: See Paragraph 11
## EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

**Effective Dates:** May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>Contract Meter Quantity (CMQ(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
<td>41,622 38,265 43,870 61,895 66,445 73,806 61,707 67,563 44,280 76,867 43,302 36,888</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
<td>550 940</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
<td>525</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
<td>400</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>20566</td>
<td>318</td>
<td>Ocotillo Power Plant</td>
<td>5,000 250 250 268</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30037</td>
<td>65</td>
<td>Saguaro Power Plant</td>
<td>250 250 250 270</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Plt.</td>
<td>13,132 38,287 26,829 42,229 3,107 10,000</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>41,622 38,265 43,870 61,895 66,445 73,806 61,707 67,563 44,280 76,867 43,302 36,888 490</td>
</tr>
</tbody>
</table>

**Contract Meter Quantity (CMQ(s))**

DAPS PHX 216814 14551 475722 Sundance Power Plant Delivery

### Effective Dates:
- May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter.
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 26.1 - Arizona Public Service #FT3HX000 Exhibit A
Version 1.0.0

Issued on: March 31, 2017
Effective on: May 1, 2017

Effective Dates: The in-service date of the upgraded Ocotillo meter through the earlier of: 1) the Day before the in-service date of the first facilities for the project (hereinafter referred to as "Project") for which the capacity was reserved in Notice ID 16810 posted on January 24, 2017 on the Non-Critical Notice section for the Informational Postings on Transporter’s EBB, or 2) December 31, 2024

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>Contract Meter Quantity (CMQ(s)) 2/</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
<td>550</td>
<td>940</td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
<td>525</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30037</td>
<td>65</td>
<td>Saguaro Power Plant</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Pt.</td>
<td>2,112</td>
<td>41,140</td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>41,622</td>
<td>38,265</td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>34795</td>
<td>475228</td>
<td>Saguaro Power Pit Turbine</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| CONTRACT METER QUANTITY (CMQ(s)) | 41,622 | 38,265 | 43,870 | 61,895 | 64,333 | 45,798 | 22,611 | 20,499 | 18,048 | 65,875 | 43,302 | 36,888 |

Ex. A-2
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: The in-service date of the first facilities of the Project through December 31, 2024; or if the in-service date of the upgraded Ocotillo meter is after the in-service date of the first facilities of the Project, then from the in-service date of the first facilities of the Project through December 31, 2024

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>Contract Meter Quantity (CMQ(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
<td>41,622 38,265 43,870 61,895 66,445 73,806 61,707 67,563 44,280 76,867 43,302 36,888</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
<td>525</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
<td>525</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
<td>400</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30037</td>
<td>65</td>
<td>Saguaro Power Plant</td>
<td>5,000 250 268</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Plt.</td>
<td>13,132 38,287 26,829 42,229 3,107 10,000 400</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>41,622 38,265 43,870 61,895 66,445 73,806 61,707 67,563 44,280 76,867 43,302 36,888</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>34795</td>
<td>475228</td>
<td>Saguaro Power Plt Turbine</td>
<td>250</td>
</tr>
</tbody>
</table>

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Issued on: March 31, 2017

Effective on: May 1, 2017
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel /2</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Listed in Exhibit A</td>
<td>As Listed in Exhibit A</td>
<td>May 1, 2017 - December 31, 2024</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt Loc Code(s)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel /2</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLANCO / DAGMOJ</td>
<td>216748 / 467235</td>
<td>DAPS PHX / 216814</td>
<td>May 1, 2017 - December 31, 2024</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Issued on: March 31, 2017
Effective on: May 1, 2017
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter’s Tariff during the entirety of the term of this Agreement. The reservation rate shall be $12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Arizona Public Service Company

Dated: June 1, 2013

Issued on: April 5, 2013
Effective on: June 1, 2013
Transportation Service Agreement
Rate Schedule FT-1
Dated: June 1, 2013

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:** ARIZONA PUBLIC SERVICE COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes **X** No____

9. **Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval, this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39E000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as "the Letter Agreement and the Contract Package"). Following FERC’s acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.

Issued on: April 5, 2013

Effective on: June 1, 2013
This Agreement shall terminate on December 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT24W000 originally dated June 1, 2006 and last amended and restated by agreement dated July 1, 2009.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>19,000</td>
<td>January - March</td>
</tr>
<tr>
<td>22,500</td>
<td>April and May</td>
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<tr>
<td>27,000</td>
<td>June</td>
</tr>
<tr>
<td>31,500</td>
<td>July - September</td>
</tr>
<tr>
<td>29,000</td>
<td>October</td>
</tr>
<tr>
<td>23,000</td>
<td>November</td>
</tr>
<tr>
<td>19,000</td>
<td>December</td>
</tr>
</tbody>
</table>

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

To Shipper: Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999
Attn: Kenneth Nordlander (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Issued on: April 5, 2013  Effective on: June 1, 2013
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY

By________________________

Name________________________

Title________________________

Date________________________

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

By____________________________________

Will W. Brown
Director of Marketing

By____________________________________

Date________________________

Issued on: April 5, 2013

Effective on: June 1, 2013
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: May 26, 2020

Shipper's Transportation Contract Demand: See ¶11
Effective Dates: June 1, 2020 – June 30, 2020

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d)</th>
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<td>330458</td>
<td>NS3</td>
<td>January</td>
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<td>SS1</td>
<td>March</td>
<td>1,715</td>
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<td>DAPS PHX</td>
<td>300777</td>
<td>SS1</td>
<td>April</td>
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</tr>
<tr>
<td>WAHA 302404</td>
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<td>June</td>
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<td>TRANSPORTATION CONTRACT DEMAND</td>
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<td></td>
<td></td>
<td>July</td>
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<td></td>
<td></td>
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<td>August</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>September</td>
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<td>October</td>
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<td>November</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>December</td>
<td></td>
</tr>
</tbody>
</table>

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

Part VII: Non-Conforming
FERC Gas Tariff
Section 27.1 - Arizona Public Service #FT39H000 Exhibit A
Version 32.0.0

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: May 26, 2020

Shipper's Transportation Contract Demand: See ¶11
Effective Dates: July 1, 2020 – December 31, 2024

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
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<th>January</th>
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Ex. A-2

Issued on: May 29, 2020
Effective on: June 1, 2020
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: May 26, 2020

Effective Dates: June 1, 2020 – June 30, 2020

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Ex. A-3
### EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: May 26, 2020

**Effective Dates:** July 1, 2020 – December 31, 2024

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<td>330458</td>
<td>APS YUMA</td>
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<td>242</td>
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</table>

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.

Ex. A-4
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: May 26, 2020

<table>
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<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<th>Alternate Delivery Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
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<th>Surcharges 3/</th>
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STML PER
STML SJN
ANADARKO

DAPS PHX
DAPS YUM

300777 330458

See ¶9
(1a)

Issued on: May 29, 2020
Effective on: June 1, 2020
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, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter’s Tariff during the entirety of the term of this Agreement. The reservation rate shall be $12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company
Dated: May 1, 2017
Transportation Service Agreement
Rate Schedule FT-H
Dated: May 1, 2017

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:** ARIZONA PUBLIC SERVICE COMPANY
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. **Firm Hourly Transportation Service:** Eight Hour Peaking "FTH-8"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39E000, and Contract No. FT39H000 and amended Contract Nos. FT24T000 and QA22X000 (collectively referred to as "the Letter Agreement and the Contract Package"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.
This Agreement shall terminate on December 31, 2023.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H822E000 originally dated June 1, 2013.

11. **Transportation Contract Demand (“TCD”):**

<table>
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<th>TCD (Dth/d)</th>
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<td>15,250</td>
<td>October</td>
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<tr>
<td>25,500</td>
<td>November - December</td>
</tr>
</tbody>
</table>

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

To Shipper: Arizona Public Service Company  
400 N. 5th Street, M.S. 9831  
Phoenix, AZ 85072-3999  
Attn: Ken Nordlander (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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.

15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY

By________________________
Name________________________
Title________________________
Date________________________

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

By________________________
Will W. Brown
Director of Marketing

Date________________________

Issued on: March 31, 2017
Effective on: May 1, 2017
**EXHIBIT A**

To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: See ¶9

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-----------------------------------------------------------|--------------------|-------------------------------------------------------------|---------------------|----------|---------|---------|-------|------|-----|------|-----|------|------|----------|-----------|----------|----------|----------|
| BLANCO                                                    | 216748             | DAPS PHX                                                    | 216814              | CC1      | 11,547  | 8,362   | 11,544 | 9,925 | 21,652 | 28,428 | 30,500 | 26,599 | 30,204 | 14,750   | 7,926     | 3,201    |
| KEYSTONE                                                  | 216750             | DAPS PHX                                                    | 216814              | SS1      | 13,953  | 17,138  | 13,956 | 5,325 | 8,848  | 2,072  | 3,901  | 296  | 500  | 17,574 | 22,299   |

**TRANSPORTATION CONTRACT DEMAND**

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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

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

Part VII: Non-Conforming
Section 28.1 - Arizona Public Service #H822E000 Exhibit A
Version 1.0.0

Agreement No. H822E000

Issued on: March 31, 2017
Effective on: May 1, 2017
### EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Public Service Company (Shipper)
Dated: May 1, 2017

**Effective Dates:** May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

<table>
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<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
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<th>Meter Loc Code(s)</th>
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<th>December</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 3/</th>
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**Issued on:** March 31, 2017  
**Effective on:** May 1, 2017
Effective Dates: The in-service date of the upgraded Ocotillo meter through December 31, 2023

<table>
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<th>Meter Code(s)</th>
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<th>August</th>
<th>September</th>
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<th>December</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 3/</th>
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</table>

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2
EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>As listed in Exhibit A</td>
<td>See ¶9</td>
<td>(1a)</td>
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<table>
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<th>Receipt Loc Code(s)</th>
<th>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>216824</td>
<td>DAPS PHX DAPS YUM</td>
<td>216814 1115</td>
<td>See ¶9</td>
<td>(1a)</td>
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</table>
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-8 reservation rates as they are set forth in Transporter’s Tariff during the entirety of the term of this Agreement. The reservation rate shall be $20.9875 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-8 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company
Dated: May 1, 2017
Transportation Service Agreement

Rate Schedule FT-1

Dated: May 1, 2017

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:** ARIZONA PUBLIC SERVICE COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes___ X ___ No____

9. **Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39E000, Contract No. FT39H000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as the "Letter Agreement and the Contract Package"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.
Agreement No. FT39D000

The primary term of this Agreement shall terminate on December 31, 2019.

This Agreement shall continue in full force and effect after December 31, 2019 from year to year and thereafter unless terminated by written notice from the Shipper upon 365 Days notice.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT39D000 originally dated June 1, 2013.

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

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<tr>
<td>64,839</td>
<td>November</td>
</tr>
<tr>
<td>56,145</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:**
Arizona Public Service Company  
400 N. 5th Street, M.S. 9831  
Phoenix, AZ 85072-3999  
Attn: Ken Norlander (Notices and Invoices)

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

13. **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.

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. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39D000
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY

By___________________________________
Name___________________________________
Title___________________________________
Date___________________________________

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

By___________________________________
Will W. Brown
Director of Marketing

Date___________________________________
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: See ¶9

<table>
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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1
### EXHIBIT A

To The

Transportation Service Agreement

between

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

and

Arizona Public Service Company (Shipper)

Dated: May 1, 2017

**Effective Dates:** May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

<table>
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<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
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<td>475228</td>
<td>Saguaro Power Plt Turbine</td>
<td>37,026</td>
<td>36,795</td>
<td>44,129</td>
<td>44,308</td>
<td>69,140</td>
<td>68,550</td>
<td>100,742</td>
<td>98,266</td>
<td>95,926</td>
<td>75,616</td>
<td>64,839</td>
<td>50,145</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Meter Quantity (CMQ(s))**

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>52,026</td>
<td>36,795</td>
<td>44,129</td>
<td>64,308</td>
<td>69,140</td>
<td>78,550</td>
<td>100,742</td>
<td>108,266</td>
<td>95,926</td>
<td>90,616</td>
<td>64,839</td>
<td>56,145</td>
<td></td>
</tr>
</tbody>
</table>
Effective Dates: The in-service date of the upgraded Ocotillo meter through December 31, 2019

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>525</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>525</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30037</td>
<td>35</td>
<td>Saguaro Power Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>250</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Pkt.</td>
<td>15,000</td>
<td>20,000</td>
<td>10,000</td>
<td>10,000</td>
<td>15,000</td>
<td></td>
<td>5,000</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>37,026</td>
<td>36,795</td>
<td>44,129</td>
<td>44,308</td>
<td>69,140</td>
<td>68,550</td>
<td>100,742</td>
<td>98,266</td>
<td>75,616</td>
<td>50,145</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>34795</td>
<td>475228</td>
<td>Saguaro Power Pkt Turbine</td>
<td>52,026</td>
<td>36,795</td>
<td>44,129</td>
<td>64,308</td>
<td>69,140</td>
<td>78,550</td>
<td>100,742</td>
<td>108,266</td>
<td>95,926</td>
<td>90,616</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Meter Quantity (CMQ(s)) 2/**

| DAPS PHX | 216814 | 14551 | 475722 | Sundance Power Plant Delivery | 550 | 940 |
| DAPS PHX | 216814 | 14552 | 475217 | Redhawk Delivery Point       | 525 |
| DAPS PHX | 216814 | 14553 | 475220 | Redhawk Delivery Point       | 525 |
| DAPS PHX | 216814 | 14971 | 475723 | Saguaro Power Plant CT       | 400 |
| DAPS PHX | 216814 | 30037 | 35     | Saguaro Power Plant          | 250 |
| DAPS PHX | 216814 | 30596 | 103659 | Ocotillo Power Pkt.          | 400 |
| DAPS PHX | 216814 | 32549 | 288295 | West Phoenix Power Plant     | 490 |
| DAPS PHX | 216814 | 34795 | 475228 | Saguaro Power Pkt Turbine    | 250 |

**Contract Meter Quantity (CMQ(s))**

| DAPS PHX | 216814 | 14551 | 475722 | Sundance Power Plant Delivery | 52,026 | 36,795 | 44,129 | 64,308 | 69,140 | 78,550 | 100,742 | 108,266 | 95,926 | 90,616 | 64,839 | 56,145 |

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and
Arizona Public Service Company (Shipper)
Dated: May 1, 2007

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Listed in Exhibit A</td>
<td>As Listed in Exhibit A</td>
<td>See ¶9</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt Loc Code(s)</th>
<th>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML PER STML SJN ANADARKO</td>
<td>216824</td>
<td>DAPS PHX DAPS YUM</td>
<td>216814 1115</td>
<td>See ¶9</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Shipper and Transporter agree the following negotiated reservation rate shall not be subject to the maximum or minimum applicable recourse rates. The applicable negotiated rates shall be subject to annual increases and will be adjusted according to the following provisions:

i) From the effective date through December 31, 2013, Shipper shall pay a reservation rate of $8.8498 per Dekatherm per month; and

ii) Effective January 1, 2014 and on each annual anniversary date thereafter during the term of this Agreement, Transporter shall increase the reservation rate to be paid under this Agreement for the current calendar year ("New Rate"). The New Rate shall be calculated by increasing the Operations and Maintenance (O&M) and Other Taxes portion of the reservation rate in effect for the immediately preceding year by 93% of the percentage increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") using the second quarter index as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the IPD or GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission ("Inflation Adjustment Calculation"); provided however, that the New Rate derived from the Inflation Adjustment Calculation shall not be less than 1% or more than 4.5% of the total reservation rate for the immediately preceding year ("Rate Collar"). The parties expressly agree that the entire increase as calculated above, regardless of whether derived from the Inflation Adjustment Calculation or the Rate Collar, shall be deemed an increase to the O&M and Other Taxes portion of the reservation rate. The Inflation Adjustment Calculation and, if applicable, the Rate Collar, shall be applied on the following January 1st during each year that this Agreement is in effect. For the purposes of the initial negotiated reservation rate for this Agreement, the O&M and Other Taxes portion of the reservation rate for 2013 is $5.3197. On December 1, EPNG will provide the new rate applicable to January 1 of the next year. The negotiated rate is based on an Mcf-Dth system-wide BTU conversion factor of 1.018. There will be no annual adjustment to the negotiated rate in relation to changes that might occur to the system-wide BTU factor. Exhibit C provides an illustrative example of how the Inflation Adjustment Calculation and the Rate Collar are calculated.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
### EXHIBIT C

Escalation of Rates Illustrative Example between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Ln.</th>
<th>Description</th>
<th>Current Calendar Year Rate</th>
<th>New Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Reservation</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td></td>
<td><strong>Reservation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Minimum Escalation - Floor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Rate for Previous Calendar Year</td>
<td>$ 8.7622</td>
<td>$ 8.8498</td>
</tr>
<tr>
<td>2</td>
<td>Rate Collar Minimum Percentage</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>Escalated Threshold Minimum</td>
<td>$ 0.0876</td>
<td>$ 0.0885</td>
</tr>
<tr>
<td></td>
<td><strong>Maximum Escalation - Ceiling</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Rate for Previous Calendar Year</td>
<td>$ 8.7622</td>
<td>$ 8.8498</td>
</tr>
<tr>
<td>5</td>
<td>Rate Collar Maximum Percentage</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
<tr>
<td>6</td>
<td>Escalated Threshold Maximum</td>
<td>$ 0.3943</td>
<td>$ 0.3982</td>
</tr>
<tr>
<td></td>
<td><strong>Inflation Adjustment Calculation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>O&amp;M, Other Taxes - Previous Year Portion of the Rate</td>
<td>$ 5.2179</td>
<td>$ 5.3197</td>
</tr>
<tr>
<td>8</td>
<td>Previous Year Inflation Adjustment Escalation</td>
<td>$ 0.1018</td>
<td>$ 0.0876</td>
</tr>
<tr>
<td>9</td>
<td>Current Calendar Year O&amp;M, Other Taxes</td>
<td>$ 5.3197</td>
<td>$ 5.4073</td>
</tr>
<tr>
<td>10</td>
<td>GDP-IPD Escalation Factor</td>
<td>1/</td>
<td>1.7028%</td>
</tr>
<tr>
<td>11</td>
<td>Applicable Percent of GDP-IPD</td>
<td>93.0000%</td>
<td>93.0000%</td>
</tr>
<tr>
<td>12</td>
<td>Reduced Inflation Percentage</td>
<td>1.5836%</td>
<td>1.9928%</td>
</tr>
<tr>
<td>13</td>
<td>Inflation Adjustment Calculation (Ln 9 * Ln 12)</td>
<td>$ 0.0842</td>
<td>$ 0.1078</td>
</tr>
</tbody>
</table>

---

**Issued on:** March 31, 2017  
**Effective on:** May 1, 2017
### Selection of Escalation Amount

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>$ 8.7622</th>
<th>$ 8.8498</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Rate for Previous Calendar Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td><strong>Selected Escalation</strong></td>
<td>$ 0.0876</td>
<td>$ 0.1078</td>
</tr>
<tr>
<td>16</td>
<td>Total Monthly Rate for New Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>O&amp;M, Other Taxes Portion of Rate for New Year (Ln 9 + Ln 15)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Total Daily Rate (excluding usage)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ See Exhibit C-2  
2/ If the Inflation Adjustment Calculation is not within the Rate Collar minimum and the Rate Collar maximum, then the applicable Escalated Threshold Minimum or Escalated Threshold Maximum is selected.

Ex. C-1
EXHIBIT C

Illustrative Example
Derivation of Escalator
GDP-IPD
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2011</th>
<th>2nd Qtr 2012</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>1</td>
<td>Implicit Price Deflator</td>
<td>113.109</td>
<td>115.035</td>
<td>1.7028%</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>4</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2011-2012 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>1.7028%</td>
</tr>
<tr>
<td>7</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>8</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.5836%</td>
</tr>
</tbody>
</table>

\[
\text{Percentage Increase/(Decrease)} = \left( \frac{(c - b)}{b} \right) \times 100
\]

Issued on: March 31, 2017  Effective on: May 1, 2017
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2012</th>
<th>2nd Qtr 2013</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Implicit Price Deflator</td>
<td>115.035</td>
<td>117.500</td>
<td>2.1428%</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>12</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2012-2013 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>2.1428%</td>
</tr>
<tr>
<td>15</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>16</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.9928%</td>
</tr>
</tbody>
</table>

Ex. C-2
1) Beginning with the rate currently in effect, determine the rate collar minimum and maximum increase. This is done by computing 1% minimum escalation of the current reservation rate and 4.5% maximum escalation of the total current reservation rate. See Line Nos. 1 through 6 on Exhibit C - 1.

2) Compute the portion of the rate that is escalated by taking the previous year's O&M and Other Taxes portion of the rate and applying the overall inflation dollars. See Line Nos. 7 through 9 on Exhibit C - 1.

3) Determine the annual inflation percentage, which is 93% of the percentage increase in the Implicit Price Deflator when comparing the 2nd Qtr data of the previous year to the 2nd Qtr data of the current year. See Exhibit C - 2.

4) Apply that inflation percentage (see Line No. 12 on Exhibit C-1) to the O&M and Other Taxes Portion of the current reservation rate to determine the Inflation Adjustment Calculation in dollars. See Line No. 13 on Exhibit C - 1.

5) Determine if the Inflation Adjustment Calculation from Step 4 is larger than the minimum rate collar increase (see Line No. 3 on Exhibit C-1). If yes, move to Step 6. If no, select the minimum Rate Collar increase from Line No. 3 on Exhibit C - 1.

6) Determine if the Inflation Adjustment Calculation from Step 4 is less than the maximum rate collar increase (see Line No. 6 on Exhibit C-1). If yes, select the calculated inflation adjustment. If no, select the maximum Rate Collar increase from Line No. 6 on Exhibit C - 1.

7) Add the selected increase to the reservation rate from the immediately preceding year to determine the New Rate to be in effect on January 1.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Arizona Public Service Company

Dated: May 1, 2017
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:** ARIZONA PUBLIC SERVICE COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes___ X___ No____

9. **Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39H000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as "the Letter Agreement and the Contract Package"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.
The primary term of this Agreement shall terminate on December 31, 2019.

This Agreement shall continue in full force and effect after December 31, 2019 from year to year and thereafter unless terminated by written notice from the Shipper upon 365 Days notice.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT39E000 originally dated June 1, 2013.

11. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,597</td>
<td>January</td>
</tr>
<tr>
<td>5,638</td>
<td>February</td>
</tr>
<tr>
<td>10,172</td>
<td>March</td>
</tr>
<tr>
<td>17,773</td>
<td>April</td>
</tr>
<tr>
<td>20,250</td>
<td>May</td>
</tr>
<tr>
<td>15,395</td>
<td>June</td>
</tr>
<tr>
<td>24,375</td>
<td>July</td>
</tr>
<tr>
<td>33,473</td>
<td>August</td>
</tr>
<tr>
<td>18,676</td>
<td>September</td>
</tr>
<tr>
<td>10,143</td>
<td>October</td>
</tr>
<tr>
<td>14,747</td>
<td>November</td>
</tr>
<tr>
<td>11,250</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:** Arizona Public Service Company  
400 N. 5th Street, M.S. 9831  
Phoenix, AZ  85072-3999  
Attn: Kenneth Nordlander (Notices and Invoices)

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

13. **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.

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. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY  

By____________________________
Name__________________________
Title__________________________
Date__________________________

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

By____________________________  Will W. Brown
            Director of Marketing
Name__________________________
Title__________________________
Date__________________________

Issued on: March 31, 2017  
Effective on: May 1, 2017
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: See ¶9

| Primary Receipt Point(s) / Location(s) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|--------------------------------------|--------------------|----------------------------------------|----------------------|-----------|---------|----------|-------|-------|-----|------|-----|-------|-------|----------|-----------|---------|----------|----------|
| BONDADST                             | 340827             | DAPS PHX                               | 216814               | CC1       | 6,064   | 5,167    | 10,172| 6,699 | 15,022| 13,680| 13,928| 10,984| 14,257| 10,143   | 12,181   | 11,250   |
| BONDADST                             | 340827             | DAPS PHX                               | 216814               | NS3       | 4,533   | 471      | 11,074| 5,228 | 1,715 | 10,447| 22,489| 4,419 | 2,566  |           |          |

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

| DEMAND                              |         | 10,597 | 5,638  | 10,172 | 17,773| 20,250 | 15,395 | 24,375 | 33,473 | 18,676| 10,143| 14,747| 11,250 |

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Issued on: March 31, 2017   Effective on: May 1, 2017
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s)</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
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<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
<td>550</td>
<td>940</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
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<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
<td>525</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
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<td>20566</td>
<td>318</td>
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<td>250</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30037</td>
<td>65</td>
<td>Saguaro Power Plant</td>
<td>250</td>
<td>268</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
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<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Plt.</td>
<td>250</td>
<td>270</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>10,597</td>
<td>5,638</td>
<td>10,172</td>
<td>17,773</td>
<td>20,250</td>
<td>15,395</td>
<td>24,375</td>
<td>33,473</td>
<td>18,676</td>
<td>10,143</td>
<td>14,747</td>
<td>11,250</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>34795</td>
<td>475228</td>
<td>Saguaro Power Plant Turbine</td>
<td>250</td>
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<td></td>
</tr>
</tbody>
</table>

Contract Meter Quantity (CMQ(s)) 2/

| CONTRACT METER QUANTITY (CMQ(s)) | 10,597 | 5,638 | 10,172 | 17,773 | 20,250 | 15,395 | 24,375 | 33,473 | 18,676 | 10,143 | 14,747 | 11,250 |

Delivery Pressure (p.s.i.g.)
Not less than 3/2

Delivery Pressure (p.s.i.g.)
Not greater than 3/2

Issued on: March 31, 2017
Effective on: May 1, 2017
### Effective Dates: The in-service date of the upgraded Ocotillo meter through December 31, 2019

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Meter No.</th>
<th>Meter Loc Code(s)</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14551</td>
<td>475722</td>
<td>Sundance Power Plant Delivery</td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14552</td>
<td>475217</td>
<td>Redhawk Delivery Point</td>
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</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14553</td>
<td>475220</td>
<td>Redhawk Delivery Point</td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>14971</td>
<td>475723</td>
<td>Saguaro Power Plant CT</td>
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</tr>
<tr>
<td>DAPS PHX</td>
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<td>30037</td>
<td>55</td>
<td>Saguaro Power Plant</td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>30596</td>
<td>103659</td>
<td>Ocotillo Power Ptl.</td>
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<td></td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>32549</td>
<td>288295</td>
<td>West Phoenix Power Plant</td>
<td>10,597</td>
<td>5,638</td>
<td>10,172</td>
<td>17,773</td>
<td>20,250</td>
<td>15,395</td>
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<td>18,676</td>
<td>10,143</td>
<td>14,747</td>
<td>11,250</td>
</tr>
<tr>
<td>DAPS PHX</td>
<td>216814</td>
<td>34795</td>
<td>475228</td>
<td>Saguaro Power Ptl. Turbine</td>
<td>10,597</td>
<td>5,638</td>
<td>10,172</td>
<td>17,773</td>
<td>20,250</td>
<td>15,395</td>
<td>24,375</td>
<td>33,473</td>
<td>18,676</td>
<td>10,143</td>
<td>14,747</td>
<td>11,250</td>
</tr>
</tbody>
</table>

**Contract Meter Quantity (CMQ(s)) 2/**

<table>
<thead>
<tr>
<th></th>
<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 17</td>
<td>550</td>
<td>940</td>
</tr>
<tr>
<td>Nov 18</td>
<td>525</td>
<td>940</td>
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<td>Dec 19</td>
<td>525</td>
<td>940</td>
</tr>
<tr>
<td>Jan 20</td>
<td>400</td>
<td>268</td>
</tr>
<tr>
<td>Feb 21</td>
<td>400</td>
<td>268</td>
</tr>
<tr>
<td>Mar 22</td>
<td>400</td>
<td>268</td>
</tr>
<tr>
<td>Apr 23</td>
<td>400</td>
<td>268</td>
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<tr>
<td>May 24</td>
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<td>268</td>
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<tr>
<td>Jun 25</td>
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<td>268</td>
</tr>
<tr>
<td>July 26</td>
<td>400</td>
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<td>Aug 27</td>
<td>400</td>
<td>268</td>
</tr>
<tr>
<td>Sep 28</td>
<td>400</td>
<td>268</td>
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<tr>
<td>Oct 29</td>
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<td>268</td>
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<td>Nov 30</td>
<td>400</td>
<td>268</td>
</tr>
<tr>
<td>Dec 31</td>
<td>400</td>
<td>268</td>
</tr>
</tbody>
</table>

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

---

Ex. A-2

Issued on: March 31, 2017

Effective on: May 1, 2017
### EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDADST DAPS PHX</td>
<td></td>
<td>See ¶9</td>
<td></td>
<td></td>
<td>(1a)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML PER STML SJN ANADARKO 216824 216822 216749 DAPS PHX DAPS YUM 216814 1115</td>
<td></td>
<td>See ¶9</td>
<td></td>
<td></td>
<td>(1a)</td>
<td></td>
</tr>
</tbody>
</table>
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Shipper and Transporter agree the following negotiated reservation rate shall not be subject to the maximum or minimum applicable recourse rates. The applicable negotiated rates shall be subject to annual increases and will be adjusted according to the following provisions.

i) From the effective date through December 31, 2013, Shipper shall pay a reservation rate of $8.8498 per Dekatherm per month; and

ii) Effective January 1, 2014 and on each annual anniversary date thereafter during the term of this Agreement, Transporter shall increase the reservation rate to be paid under this Agreement for the current calendar year ("New Rate"). The New Rate shall be calculated by increasing the Operations and Maintenance (O&M) and Other Taxes portion of the reservation rate in effect for the immediately preceding year by 93% of the percentage increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") using the second quarter index as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the IPD or GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission ("Inflation Adjustment Calculation"); provided however, that the New Rate derived from the Inflation Adjustment Calculation shall not be less than 1% or more than 4.5% of the total reservation rate for the immediately preceding year ("Rate Collar"). The parties expressly agree that the entire increase as calculated above, regardless of whether derived from the Inflation Adjustment Calculation or the Rate Collar, shall be deemed an increase to the O&M and Other Taxes portion of the reservation rate. The Inflation Adjustment Calculation and, if applicable, the Rate Collar, shall be applied on the following January 1st during each year that this Agreement is in effect. For the purposes of the initial negotiated reservation rate for this Agreement, the O&M and Other Taxes portion of the reservation rate for 2013 is $5.3197. On December 1, EPNG will provide the new rate applicable to January 1 of the next year. The negotiated rate is based on an Mcf-Dth system-wide BTU conversion factor of 1.018. There will be no annual adjustment to the negotiated rate in relation to changes that might occur to the system-wide BTU factor. Exhibit C provides an illustrative example of how the Inflation Adjustment Calculation and the Rate Collar are calculated.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
EXHIBIT C

Escalation of Rates Illustrative Example between El Paso Natural Gas Company, L.L.C. (Transporter) and Arizona Public Service Company (Shipper) Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Ln.</th>
<th>Description</th>
<th>Current Calendar Year Rate</th>
<th>New Rate</th>
</tr>
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<tr>
<td>(a)</td>
<td>Reservation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Rate for Previous Calendar Year</td>
<td>$ 8.7622</td>
<td>$ 8.8498</td>
</tr>
<tr>
<td>2</td>
<td>Rate Collar Minimum Percentage</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>Escalated Threshold Minimum</td>
<td>$ 0.0876</td>
<td>$ 0.0885</td>
</tr>
<tr>
<td></td>
<td><strong>Minimum Escalation - Floor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Rate for Previous Calendar Year</td>
<td>$ 8.7622</td>
<td>$ 8.8498</td>
</tr>
<tr>
<td>5</td>
<td>Rate Collar Maximum Percentage</td>
<td>4.5%</td>
<td>4.5%</td>
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<tr>
<td>6</td>
<td>Escalated Threshold Maximum</td>
<td>$ 0.3943</td>
<td>$ 0.3982</td>
</tr>
<tr>
<td></td>
<td><strong>Maximum Escalation - Ceiling</strong></td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>O&amp;M,Other Taxes - Previous Year Portion of the Rate</td>
<td>$ 5.2179</td>
<td>$ 5.3197</td>
</tr>
<tr>
<td>8</td>
<td>Previous Year Inflation Adjustment Escalation</td>
<td>$ 0.1018</td>
<td>$ 0.0876</td>
</tr>
<tr>
<td>9</td>
<td>Current Calendar Year O&amp;M, Other Taxes</td>
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<td>$ 5.4073</td>
</tr>
<tr>
<td></td>
<td><strong>Inflation Adjustment Calculation</strong></td>
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<td></td>
</tr>
<tr>
<td>10</td>
<td>GDP-IPD Escalation Factor</td>
<td>1/14 1.7028%</td>
<td>2.1428%</td>
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<tr>
<td>11</td>
<td>Applicable Percent of GDP-IPD</td>
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<td>93.0000%</td>
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<tr>
<td>12</td>
<td>Reduced Inflation Percentage</td>
<td>1.5836%</td>
<td>1.9928%</td>
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<tr>
<td>13</td>
<td>Inflation Adjustment Calculation (Ln 9 * Ln 12)</td>
<td>$ 0.0842</td>
<td>$ 0.1078</td>
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Issued on: March 31, 2017

Effective on: May 1, 2017
### Selection of Escalation Amount

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>New Year Rate</th>
<th>Previous Year Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Rate for Previous Calendar Year</td>
<td>$ 8.7622</td>
<td>$ 8.8498</td>
</tr>
<tr>
<td>15</td>
<td><strong>Selected Escalation</strong></td>
<td>$ 0.0876</td>
<td>$ 0.1078</td>
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<td>16</td>
<td>Total Monthly Rate for New Year</td>
<td>$ 8.8498</td>
<td>$ 8.9576</td>
</tr>
<tr>
<td>17</td>
<td>O&amp;M, Other Taxes Portion of Rate for New Year (Ln 9 + Ln 15)</td>
<td>$ 5.4073</td>
<td>$ 5.5151</td>
</tr>
<tr>
<td>18</td>
<td>Total Daily Rate (excluding usage)</td>
<td>$ 0.2910</td>
<td>$ 0.2945</td>
</tr>
</tbody>
</table>

1/ See Exhibit C-2  
2/ If the Inflation Adjustment Calculation is not within the Rate Collar minimum and the Rate Collar maximum, then the applicable Escalated Threshold Minimum or Escalated Threshold Maximum is selected.

Ex. C-1
EXHIBIT C

Illustrative Example
Derivation of Escalator GDP-IPD between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2011</th>
<th>2nd Qtr 2012</th>
<th>Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) Implicit Price Deflator</td>
<td>113.109</td>
<td>115.035</td>
<td>1.7028%</td>
</tr>
<tr>
<td>2</td>
<td>3 Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>3</td>
<td>4 Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>5</td>
<td>6 2011-2012 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>1.7028%</td>
</tr>
<tr>
<td>6</td>
<td>7 Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>7</td>
<td>8 Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.5836%</td>
</tr>
</tbody>
</table>

\[(c - b) / b \times 100\]

Issued on: March 31, 2017
Effective on: May 1, 2017
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2012</th>
<th>2nd Qtr 2013</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>9</td>
<td>Implicit Price Deflator</td>
<td>115.035</td>
<td>117.500</td>
<td>2.1428%</td>
</tr>
<tr>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>12</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2012-2013 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>2.1428%</td>
</tr>
<tr>
<td>15</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>16</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.9928%</td>
</tr>
</tbody>
</table>

Ex. C-2
1) Beginning with the rate currently in effect, determine the rate collar minimum and maximum increase. This is done by computing 1% minimum escalation of the current reservation rate and 4.5% maximum escalation of the total current reservation rate. See Line Nos. 1 through 6 on Exhibit C - 1.

2) Compute the portion of the rate that is escalated by taking the previous year's O&M and Other Taxes portion of the rate and applying the overall inflation dollars. See Line Nos. 7 through 9 on Exhibit C - 1.

3) Determine the annual inflation percentage, which is 93% of the percentage increase in the Implicit Price Deflator when comparing the 2nd Qtr data of the previous year to the 2nd Qtr data of the current year. See Exhibit C - 2.

4) Apply that inflation percentage (see Line No. 12 on Exhibit C-1) to the O&M and Other Taxes Portion of the current reservation rate to determine the Inflation Adjustment Calculation in dollars. See Line No. 13 on Exhibit C - 1.

5) Determine if the Inflation Adjustment Calculation from Step 4 is larger than the minimum rate collar increase (see Line No. 3 on Exhibit C-1). If yes, move to Step 6. If no, select the minimum Rate Collar increase from Line No. 3 on Exhibit C - 1.

6) Determine if the Inflation Adjustment Calculation from Step 4 is less than the maximum rate collar increase (see Line No. 6 on Exhibit C-1). If yes, select the calculated inflation adjustment. If no, select the maximum Rate Collar increase from Line No. 6 on Exhibit C - 1.

7) Add the selected increase to the reservation rate from the immediately preceding year to determine the New Rate to be in effect on January 1.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

XTO ENERGY INC.
(Shipper)

Dated: September 12, 2019
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:** XTO ENERGY INC.

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 upon the Commencement Date of this Agreement Transporter has constructed additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities defined below the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The completion and placement into service of the facilities to be constructed which may include certain system enhancements including the installation of piping and valve modifications at Transporter’s Keystone Compressor Station, completion of the hydrostatic testing of approximately 51 miles of pipeline on Transporter’s Line No. 1105, and the installation of certain other facility modifications at other locations on Transporter’s system within the Permian Basin (the “Project Facilities”).

Issued on: March 6, 2020
Effective on: March 29, 2020
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___ X ___  No____

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td>See ¶11</td>
</tr>
</tbody>
</table>

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

   Beginning: The 61st Day following the later of (1) the date the Project Facilities were placed in service or (2) The date the Gulf Coast Express Project, previously announced by Kinder Morgan Texas Pipeline LLC, was placed in service ("Commencement Date").

   Ending: Nine (9) Years and ten (10) Months following the Commencement Date ("Expiration Date").

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

If the requirements of paragraph 5 are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

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

   **To Shipper:**
   XTO ENERGY INC.
   22777 Springwoods Village Parkway, Loc. 118
   Spring, TX 77389-1425
   Attn: XTO Commercial Gas Sales

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

13. **Effect on Prior Agreement(s):** N/A.
14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 14(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper'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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

________________________________________

________________________________________

________________________________________

Accepted and agreed to this

_______ day of ___________________, 2019.

**XTO ENERGY INC.**

________________________________________

________________________________________

________________________________________

Accepted and agreed to this

_______ day of ___________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

EL PASO NATURAL GAS COMPANY, L.L.C.
and
XTO ENERGY INC.
(Shipper)

Dated: September 12, 2019

Shipper’s Transportation Contract Demand: See ¶10

Effective Dates: From the Commencement Date through the earlier of: (i) the Day before the in-service date of the XTO Cowboy Interconnect (the “Cowboy ISD”) or (ii) the Expiration Date.

| 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/ |
|--------------------------|--------|---------------------------|--------|-----------|-------|-------|--------|--------|-------|-------|-------|-------|-------|-------|--------|---------------------------------------------|---------------------------------------------|
| INGPLEA                  | 301676 | BENEDUM UPTON             | 53595  | VA        | 50,000| 50,000| 50,000 | 50,000 | 50,000| 50,000| 50,000| 50,000| 50,000| 50,000| 50,000| 50,000 |                                             |
| KEYSTONE                 | 302132 | BENEDUM UPTON             | 53595  | VA        | 30,000| 30,000| 30,000 | 30,000 | 30,000| 30,000| 30,000| 30,000| 30,000| 30,000| 30,000| 30,000 |                                             |
| IHYBENDM                 | 302304 | BENEDUM UPTON             | 53595  | VA        | 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 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |                                             |

Ex. A-1

Issued on: March 6, 2020
Effective on: March 29, 2020
**EXHIBIT A CONT’D**

Effective Dates: If the Cowboy ISD occurs prior to June 1, 2020 and the in-service date for the EnLink Tiger interconnect (the “Tiger ISD”) has not occurred prior to the Cowboy ISD, then from the Cowboy ISD through the earlier of: (i) May 31, 2020 or (ii) the Day before the Tiger ISD.

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
</tr>
</thead>
<tbody>
<tr>
<td>XTO COWBOY</td>
<td>TBD</td>
<td>BENEDUM UPTON</td>
<td>53595</td>
<td>VA</td>
<td></td>
<td></td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
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<td>25,000</td>
</tr>
<tr>
<td>INGPLEA</td>
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<td>32,000</td>
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</tr>
<tr>
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</tr>
<tr>
<td>TRANSPORTATION CONTRACT DEMAND</td>
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<td></td>
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<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
</tr>
</tbody>
</table>

Effective Dates: If the Cowboy ISD occurs on or after the Tiger ISD, then from the Cowboy ISD through the Expiration Date; or If the Cowboy ISD occurs prior to June 1, 2020 and the Tiger ISD has not occurred prior to the Cowboy ISD, then from the Cowboy ISD through the Expiration Date.

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
</tr>
</thead>
<tbody>
<tr>
<td>XTO COWBOY</td>
<td>TBD</td>
<td>BENEDUM UPTON</td>
<td>53595</td>
<td>VA</td>
<td>100,000</td>
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<td>100,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

3/ For the purposes of this Exhibit A, “XTO Cowboy” is a proposed new interconnect facility on Transporter’s existing Line No. 1100, located between Transporter’s existing Pecos River and Eunice compressor stations, to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

4/ For the purposes of this Exhibit A, “EnLink Tiger” is a proposed new interconnect facility on Transporter’s existing Line No. 2000, located between Transporter’s existing Wink and Black River compressor stations, to be built by Transporter under a separate reimbursement agreement with EnLink Midstream or its affiliate.
**EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
XTO ENERGY INC.
(Shipper)
Dated: September 12, 2019

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶11</td>
<td></td>
<td>(1a)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ex. B-1
<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
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See ¶11 (1a)

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Issued on: March 6, 2020

Effective on: March 29, 2020
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Ex. B-3

Issued on: March 6, 2020
Effective on: March 29, 2020
**EXHIBIT B CONT’D**

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**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 $2.5850 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

---

Ex. B-4

**Agreement No. 613718-FT1EPNG**

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

**FERC Gas Tariff**

**Section 31.2 - XTO Energy Inc. #613718-FT1EPNG Exhibit B**

**Third Revised Volume No. 1A**

**Version 0.0.0**

**Issued on:** March 6, 2020  **Effective on:** March 29, 2020
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: July 9, 2019
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:** SOUTHWEST GAS CORPORATION

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes__X___ No_____
10. **Transportation Contract Demand ("TCD"):**

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

   - **Beginning:** January 1, 2020
   - **Ending:** October 31, 2030

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

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

   **To Shipper:**
   SOUTHWEST GAS CORPORATION
   P. O. Box 98510
   Las Vegas, NV  89193-8510
   Attn:  Contract Administrator

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

   __________________________________________
   __________________________________________
   __________________________________________

   Accepted and agreed to this
   _______ day of ___________________, 2019.

   **SOUTHWEST GAS CORPORATION**

   __________________________________________
   __________________________________________
   __________________________________________

   Accepted and agreed to this
   _______ day of ___________________, 2019.
Shipper's Transportation Contract Demand: See ¶10
Effective Dates: February 1, 2020 – October 31, 2030

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Ex. A-1

Issued on: December 23, 2019
Effective on: February 1, 2020
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Effective Dates: February 1, 2020 – October 31, 2030

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Ex. A-2

Issued on: December 23, 2019
Effective on: February 1, 2020
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

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Ex. A-3
EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

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Exhibit A

Contract Meter Quantity (CMQ(s))

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<th>March</th>
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Ex. A-4
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

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.

Ex. A-5
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

<table>
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<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>February 1, 2020 – October 31, 2030</td>
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STML ANA 302344 DAGMOJ 332569 February 1, 2020 – October 31, 2030 (1a)
STML PER 302346 IMSQUITE 398670
STML SJN 302347 IGRFFTH 320614
IARLVALY 314985
KRAMER 332554
SIDEWNR 332555
PASTORIA 332553
SOCWR 332531
LAPALOMA 302144

Ex. B-1

Issued on: December 23, 2019
Effective on: February 1, 2020
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

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 $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter’s Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: June 19, 2018
Transportation Service Agreement
Rate Schedule FT-1
Dated: June 19, 2018

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**: SOUTHERN CALIFORNIA GAS COMPANY

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

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

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

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

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

7. **Rates and Surcharges**: As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate**: Yes [X] No

Issued on: September 4, 2018  Effective on: November 1, 2018
10. **Transportation Contract Demand ("TCD"):**

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<td>298,208</td>
<td>April - October</td>
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11. **Term of Firm Transportation Service:**

| Beginning: | November 1, 2018 |
| Ending:    | October 31, 2021 |

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

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

**To Shipper:**
SOUTHERN CALIFORNIA GAS COMPANY
555 WEST FIFTH STREET, GT21C4
LOS ANGELES, CA 90013-1011
Attn: Contract Administrator

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

____________________________

____________________________

____________________________

Accepted and agreed to this

_______ day of ___________________, 2018.

**SOUTHERN CALIFORNIA GAS COMPANY**

____________________________

____________________________

____________________________

Accepted and agreed to this

_______ day of ___________________, 2018.
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: April 3, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: July 1, 2020 – September 30, 2020

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Notes:

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

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

Ex. A-1
El Paso Natural Gas Company, L.L.C.  
Part VII: Non-Conforming  
FERC Gas Tariff  
Section 33.1 - Southern California Gas #611367-FT1EPNG Exh A  
Third Revised Volume No. 1A  
Version 9.0.0

EXHIBIT A (CONTINUED)  
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: April 3, 2020

Shipper’s Transportation Contract Demand: See ¶10  
Effective Dates: October 1, 2020 – October 31, 2021

<table>
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<th>Primary Receipt PIN Name</th>
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<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
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<td>296,455</td>
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</tr>
</tbody>
</table>

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

Issued on: May 28, 2020  
Effective on: July 1, 2020
EL PASO NATURAL GAS COMPANY, L.L.C.

and

SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: April 3, 2020

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: April 3, 2020

<table>
<thead>
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<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
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<td>As listed in Exhibit A</td>
<td>July 1, 2020 – October 31, 2021</td>
<td>(1a)</td>
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Primary and Alternate Receipt Point(s) / Location(s) | Point Identification Number (PIN) | Primary and Alternate Delivery Point(s) / Location(s) | Point Identification Number (PIN) | Effective Dates | Reservation Rate 1/ | Usage Rate 1/ | Fuel 2/ | Surcharges 3/ |
<table>
<thead>
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</table>

Ex. B-1

Issued on: May 28, 2020
Effective on: July 1, 2020
EXHIBIT B (CONTINUED)

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: April 3, 2020

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 $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported. The Parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1(f)(iii) of the GT&C of Transporter’s Tariff, at the negotiated rate set forth in the preceding sentence.

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
Reserved
Reserved
Reserved
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

TARGA GAS MARKETING LLC
(Shipper)

Dated: December 4, 2018
Transportation Service Agreement

Rate Schedule FT-1

Dated: December 4, 2018

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:** TARGA GAS MARKETING LLC

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

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

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

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter’s obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion, provided Transporter shall use commercially reasonable efforts to obtain such approvals, permits and other authorizations.

(ii) Construction of additional facilities which may include certain system modifications and the construction of new pipeline interconnect facilities to accommodate deliveries from Transporter to the proposed Gulf Coast Express Project (“GCX”), located near Shipper’s existing High Plains gas processing plant in Midland County, Texas (“High Plains Delivery Point”). For purposes of this Agreement, the system modifications and the High Plains Delivery Point are collectively hereinafter referred to as the “Project Facilities”.

Issued on: August 13, 2019

Effective on: October 2, 2019
(iii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, if any, in a form and substance satisfactory to Transporter in its sole discretion, provided Transporter shall use commercially reasonable efforts to obtain such rights-of-way and other surface rights.

If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than thirty (30) days’ advance written notice of such termination.

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 [X] No [ ]

10. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>41,000</td>
<td>See ¶11</td>
</tr>
</tbody>
</table>

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

Beginning: The date on which both (1) the Project Facilities are in service and (2) GCX is capable of receiving gas at the High Plains Delivery Point (“the Commencement Date”).

Ending: Five (5) years after the Commencement Date.

For purposes of this Agreement, the Project Facilities will be deemed in service on the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place Project Facilities into service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.
12. **Notices, Statements, and Bills:**

**To Shipper:**
TARGA GAS MARKETING LLC
811 Louisiana St.
Suite 2100
Houston, TX 77002
Attn: Contract Administrator

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

__________________________________

__________________________________

__________________________________

Accepted and agreed to this

_______ day of ___________________, 2018.

**TARGA GAS MARKETING LLC**

__________________________________

__________________________________

__________________________________

Accepted and agreed to this

_______ day of ___________________, 2018.
EXHIBIT A
To The Firm Transportation Service Agreement Rate Schedule FT-1

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

Dated: December 4, 2018

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

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<td>41,000</td>
<td>Not less than 2/</td>
<td>Not greater than 2/</td>
</tr>
</tbody>
</table>

Notes:

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

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

Ex. A-1

Issued on: August 13, 2019
Effective on: October 2, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TARGA GAS MARKETING LLC
(Shipper)
Dated: December 4, 2018

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶11</td>
<td></td>
<td>(1a)</td>
<td></td>
<td></td>
</tr>
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</table>

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 $1.5208 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MRC PERMIAN COMPANY
(Shipper)

Dated: August 1, 2019
Transportation Service Agreement

Rate Schedule FT-1

Dated: August 1, 2019

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:** MRC PERMIAN COMPANY

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 in order to provide deliveries to Mendoza Trail for Shipper under this Agreement, which is defined in Transporter's Request for Prior Notice Authorization for its Northern Delaware Basin Expansion Project filed in Docket No. CP19-28-000 as the "Northern Delaware Basin Expansion Project" (the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities and the acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

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 [X]  No [ ]

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

    | TCD (Dth/d) | Time Period       |
    |-------------|-------------------|
    | 114,000     | January, February, and December |
    | 109,000     | March and November  |
    | 113,000     | April and October  |
    | 116,000     | May and September  |
    | 120,000     | June              |
    | 118,000     | July and August    |

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

    **Beginning:** The earlier of the Commencement Date or October 1, 2019.
    **Ending:** September 30, 2035 ("Expiration Date")

    "Commencement Date" shall mean the later of (a) the date the Project Facilities are placed in service or (b) the date the Gulf Coast Express Project, previously announced by Kinder Morgan Texas Pipeline LLC, is placed in service.

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

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

    **To Shipper:**
    MRC PERMIAN COMPANY
    One Lincoln Center
    5400 LBJ Freeway, Suite 1500
    Dallas, TX 75240
    Attn: Anton Langland

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. 610837-FT1EPNG, originally dated March 15, 2018 (which was fully executed but had not yet become effective).
14. **Creditworthiness:** By no later than January 1, 2019, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 14(a).

If at any time during the term of this Agreement, a Rated Shipper’s S&P or Moody’s rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper’s ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at any time after January 1, 2019, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper’s creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper'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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this paragraph 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

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

__________________________________  ____________________________________________

__________________________________  ____________________________________________

__________________________________  ____________________________________________

Accepted and agreed to this  

_______ day of ___________________, 2019.  

_______ day of ___________________, 2019.
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 36.1 - MRC Permian Company #610837-FT1EPNG Exhibit A
Version 3.0.0

Agreement No. 610837-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: If the Commencement Date is after October 1, 2019, then from October 1, 2019 through the earlier of the Day before the Commencement Date or the Expiration Date.

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
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Effective Dates: Commencement Demand through the Expiration Date.

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</table>

Issued on: August 14, 2019

Effective on: September 26, 2019
Notes:
1/ The sum of the Maximum Quantities identified above is equal to Shipper’s Transportation Contract Demand for that Month.
2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
**EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

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<tr>
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<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>See ¶11</td>
<td>(1a)</td>
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<td>Reservation Rate 1/</td>
<td>Usage Rate 1/</td>
<td>Fuel 2/</td>
<td>Surcharges 3/</td>
</tr>
</tbody>
</table>
See ¶11 (1a)
## EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

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<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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Issued on: August 14, 2019

Effective on: September 26, 2019
El Paso Natural Gas Company, L.L.C.

Part VII: Non-Conforming

FERC Gas Tariff

Section 36.2 - MRC Permian Company #610837-FT1EPNG Exhibit B

Third Revised Volume No. 1A

Version 2.0.0

Issued on: August 14, 2019

Effective on: September 26, 2019
### Primary and Alternate Receipt Point(s) / Location(s)

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<td>314843</td>
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<td>IROCKDOV</td>
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<td>DGGCHAVS</td>
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<td>IGRAMARI</td>
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<td>IARCOMID</td>
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### Effective Dates

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<th>Surcharges 3/</th>
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<tbody>
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</table>

### 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.

2a. As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the Parties agree to the following negotiated rate(s) of $2.5850 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2. Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3. Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

**ACA:**

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

Rate Schedule FT-1

Between

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

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: July 9, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: July 9, 2019

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:** TUCSON ELECTRIC POWER COMPANY

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes____ X ___ No____

Issued on: November 25, 2019
Effective on: January 1, 2020
10. **Transportation Contract Demand ("TCD"):**

<table>
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<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tr>
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<td>November - March</td>
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<tr>
<td>45,000</td>
<td>April - October</td>
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11. **Term of Firm Transportation Service:**

   **Beginning:** January 1, 2020  
   **Ending:** October 31, 2030

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

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

   **To Shipper:** TUCSON ELECTRIC POWER COMPANY  
   88 E. Broadway Blvd.  
   Mail Stop HQE 302  
   PO Box 711  
   Tucson, AZ 85702  
   Attn: Gas Transportation Services

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

   EL PASO NATURAL GAS COMPANY, L.L.C.  
   TUCSON ELECTRIC POWER COMPANY

   ____________________________________________  
   ____________________________________________

   ____________________________________________  
   ____________________________________________

   ____________________________________________  
   ____________________________________________

   Accepted and agreed to this  

   _______ day of ___________________, 2019.  

   Accepted and agreed to this  

   _______ day of ___________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 2, 2020 – June 30, 2020

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Effective Dates: July 1, 2020 – December 31, 2020

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</table>

TRANSPORTATION CONTRACT DEMAND

|                      |       |       |       |       | 45,000 | 45,000 | 45,000 | 45,000 | 45,000 | 15,000 | 15,000 |

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

Delivery Pressure (p.s.i.g) Not less than 2/
Delivery Pressure (p.s.i.g) Not greater than 2/
El Paso Natural Gas Company, L.L.C.

Part VII: Non-Conforming FERC Gas Tariff

Section 37.1 - Tucson Electric #613296-FT1EPNG Exhibit A

Third Revised Volume No. 1A

Effective Dates: January 1, 2021 – October 31, 2030

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<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
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Notes:

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

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

Ex. A-1
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

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Ex. B-1

Issued on: April 1, 2020
Effective on: April 2, 2020
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

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 $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

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.
August 1, 2013

Mr. Ray Robey
Tucson Electric Power Company
88 East Broadway Blvd.
Mail Stop HQE302
Tucson, AZ 85702

Dear Mr. Robey:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for Tucson Electric Power Company (“TEP”) (EPNG and TEP are together referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT24P000, H2224000 and H222C000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract No. FT24P000 (to be replaced by Contract No. FT3AC000), Contract No. H2224000 (to be replaced by Contract No. H222R000), and Contract No. H222C000 (to be replaced by Contract No. H222Q000). Contract Nos. FT3AC000, H222R000, and H222Q000 shall be collectively referred to as the “Contract Package.”

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and TEP (“Letter Agreement”) and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and TEP shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the Contract Package.
4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay TEP refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $254,150 for refunds in Docket No. RP08-426-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to TEP regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $2,286,710 for refunds in Docket No. RP10-1398-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which TEP may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the “Final Order”), such rates shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate.” Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract No. FT24P000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the monthly reservation rate of $10.0375 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the New Mexico rate zone and a monthly reservation rate of $10.0375 per Dth from April 1, 2011 through the termination date of that agreement;

      ii. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

      iii. Refunds, if any, associated with service under Contract No. FT24P000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

   b. Contract No. FT3AC000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the monthly reservation rate of $10.0375 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the New Mexico rate zone and a monthly reservation rate of $10.0375 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the New Mexico rate zone;
ii. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate in the New Mexico rate zone, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the effective date of the Final Usage Rate for Rate Schedule FT-1; and

iii. Refunds, if any, associated with service under Contract No. FT3AC000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the monthly Final Reservation Rate and the Final Usage Rate for Rate Schedule FT-1.

c. Contract No. H2224000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the monthly reservation rate of $11.2542 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and a monthly reservation rate of $11.2542 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H2224000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.

d. Contract No. H222R000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the monthly reservation rate of $11.2542 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and a monthly reservation rate of $11.2542 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the New Mexico rate zone;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the effective date of the Final Usage Rate for Rate Schedule FTH-12; and

iii. Refunds, if any, associated with service under Contract No. H222R000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.
e. Contract No. H222C000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from April 1, 2011 through the termination date of that agreement;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries in the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

   iii. Refunds, if any, associated with service under Contract No. H222C000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.

f. Contract No. H222Q000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Reservation Rate for Rate Schedule FTH-12; and

   iii. Refunds, if any, associated with service under Contract No. H222Q000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

g. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG’s obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge TEP to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.
6. The Parties expressly acknowledge and agree that TEP is not (nor has it been) subject to the rights of Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and that nothing in this Letter Agreement and/or the Contract Package shall confer any rights or obligations on the Parties under the 1996 Settlement. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights and obligations under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by TEP, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects TEP’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

____________________________
Robin J. Janes

---

**TUCSON ELECTRIC POWER COMPANY**

By____________________________

Name___________________________

Title___________________________

Date___________________________

Accepted and agreed to this ________ day of August, 2013.

---

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

By____________________________

Name Chris M. Meyer

Title VP – Business Management

Date___________________________

Accepted and agreed to this ________ day of August, 2013.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Tucson Electric Power Company

Dated: April 1, 2017

Issued on: March 1, 2017  Effective on: April 1, 2017
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**: TUCSON ELECTRIC POWER COMPANY

3. **Applicable Tariff**: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   **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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement**: Yes X No

9. **Term of Agreement**: Transporter shall file with the FERC in Docket No. RP13-1230-000 for its acceptance and/or approval this Agreement (Contract No. FT3AC000), Contract No. H222Q000, Contract No. H222R000 (collectively referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the Month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without
modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2022.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3AC000 originally dated September 1, 2013. This Agreement amends the current termination date and changes "DRN" to “Loc” to reflect an update to the Form of Service Agreement Applicable to Rate Schedule FT-1. No other changes are intended and this Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

11. **Transportation Contract Demand (“TCD”):**

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

**To Shipper:** Tucson Electric Power Company  
88 E. Broadway Blvd.  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

TUCSON ELECTRIC POWER COMPANY

By____________________________
Name_________________________
Title__________________________
Date__________________________

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

By____________________________
Will W. Brown
Vice President of Business Management

Date__________________________

Agreement No. FT3AC000

Issued on: March 1, 2017
Effective on: April 1, 2017
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A  

Part VII: Non-Conforming  
Section 39.1 - Tucson Electric Power #FT3AC000 Exhibit A  
Version 1.0.0  
Agreement No. FT3AC000  

EXHIBIT A  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Tucson Electric Power Company (Shipper)  
Dated: April 1, 2017  

Effective Dates: See ¶9  

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TRANSPORTATION CONTRACT DEMAND  
6,000   6,000   6,000   9,000   15,000   15,000   15,000   15,000   9,000   6,000   6,000

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Tucson Electric Power Company (Shipper)
Dated: April 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
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<th>Reservation Rate 1/</th>
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<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶9</td>
<td>(1b)</td>
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<td>(1a) (1e)</td>
<td>(1c)</td>
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</tbody>
</table>

Issued on: March 1, 2017
Effective on: April 1, 2017
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate until the Federal Energy Regulatory Commission ("FERC") establishes by a final order in Docket No. RP10-1398-000 no longer subject to rehearing and appeal ("Final Order") a maximum applicable usage rate for service under Rate Schedule FT-1 to the New Mexico rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum or minimum usage rate as set forth in Transporter's Tariff.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the New Mexico rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $10.0375 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a maximum applicable reservation rate for service under Rate Schedule FT-1 to the New Mexico rate zone ("Final Reservation Rate") that is lower than $10.0375 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement.

1c - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

1e - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: December 18, 2017
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:** TUCSON ELECTRIC POWER COMPANY

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

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

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

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

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-H and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes [X] No [ ]

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

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<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<td>May - September</td>
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<td>25,000</td>
<td>April and October</td>
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<td>10,000</td>
<td>November - March</td>
</tr>
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</table>

Issued on: March 29, 2018
Effective on: May 1, 2018
11. **Term of Firm Transportation Service:**

   **Beginning:** September 1, 2013  
   **Ending:** April 30, 2023

   A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

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

   **To Shipper:**  
   TUCSON ELECTRIC POWER COMPANY  
   88 E. Broadway Blvd.  
   Mail Stop HQE 302  
   Po Box 711  
   Tucson, AZ 85702  
   Attn: Gas Transportation Services

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H222Q000-FH12EPNG (formerly designated as H222Q000), originally dated September 1, 2013, and last amended and restated by Agreement dated July 1, 2014.

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

   **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 handwritten signature.

   **EL PASO NATURAL GAS COMPANY, L.L.C.**  
   **TUCSON ELECTRIC POWER COMPANY**

   _______________________________________________  
   _______________________________________________

   _______________________________________________  
   _______________________________________________

   Accepted and agreed to this  
   ________ day of _____________________, 2017.

   Accepted and agreed to this  
   ________ day of _____________________, 2017.
EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: December 18, 2017

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: May 1, 2018 - April 30, 2023

| 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 | DTEP S78                  | 301149 | NS3      | 10,000| 10,000| 10,000| 5,000 | 5,000| 5,000| 5,000| 5,000| 5,000| 5,000| 10,000| 10,000                                                    |
| KEYSTONE                 | 302132 | DTEP S78                  | 301149 | SS1      | 20,000| 45,000| 45,000| 45,000| 45,000| 45,000| 45,000| 20,000|      |      |      |                                                                 |
| TRANSPORTATION CONTRACT DEMAND |        |                           |        |          | 10,000| 10,000| 10,000| 25,000| 50,000| 50,000| 50,000| 50,000| 25,000| 10,000| 10,000|                                                                 |

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

Ex. A-1
EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: December 18, 2017

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<th>Usage Rate 1/</th>
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<th>Surcharges 3/</th>
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<td>(1a) (1e)</td>
<td>(1c)</td>
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</table>

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-H 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, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate until the Federal Energy Regulatory Commission (“FERC”) establishes by a final order in Docket No. RP10-1998-000 no longer subject to rehearing and appeal (“Final Order”) a maximum applicable usage rate for service under Rate Schedule FTH-12 to the Arizona rate zone (“Final Usage Rate”). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum or minimum usage rate as set forth in Transporter's Tariff.
Exhibit B (Continued)

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the Arizona rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $14.1438 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a maximum applicable reservation rate for service under Rate Schedule FTH-12 to the Arizona rate zone (“Final Reservation Rate”) that is lower than $14.1438 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement.

1c/ All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter’s Tariff.

1d/ All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter’s Tariff.

1e/ Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt points.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Tucson Electric Power Company

Dated: April 1, 2017
Transportation Service Agreement
Rate Schedule FT-H
Dated: April 1, 2017

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes [X] No

9. **Term of Agreement:**
Transporter shall file with the FERC in Docket No. RP13-1230-000 for its acceptance and/or approval this Agreement (Contract No. H222R000), Contract No. FT3AC000, Contract No. H222Q000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC’s acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the Month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of
the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2022.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H222R000 originally dated September 1, 2013. This Agreement amends the current termination date and changes “DRN” to “Loc” to reflect an update to the Form of Service Agreement Applicable to Rate Schedule FT-H. No other changes are intended and this Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

11. **Transportation Contract Demand (“TCD”):**

<table>
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<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
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<td>November - March</td>
</tr>
<tr>
<td>15,000</td>
<td>April - October</td>
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</tbody>
</table>

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

**To Shipper:**
Tucson Electric Power Company  
88 E. Broadway Blvd  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

TUCSON ELECTRIC POWER COMPANY

By____________________________
Name__________________________
Title__________________________
Date__________________________

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

By____________________________
Will W. Brown
Vice President of Business Management
Date__________________________
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 41.1 - Tucson Electric Power #H222R000 Exhibit A
Version 1.0.0

Agreement No. H222R000

Effective Dates: See ¶9

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<th>December</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 2/</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: March 1, 2017
Effective on: April 1, 2017
El Paso Natural Gas Company, L.L.C. Part VII: Non-Conforming FERC Gas Tariff Section 41.2 - Tucson Electric Power #H222R000 Exhibit B Third Revised Volume No. 1A

Agreement No. H222R000

EXHIBIT B To The Hourly Firm Transportation Service Agreement between El Paso Natural Gas Company, L.L.C. (Transporter) and Tucson Electric Power Company (Shipper) Dated: April 1, 2017

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<td></td>
<td></td>
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</tbody>
</table>

Issued on: March 1, 2017 Effective on: April 1, 2017
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-12; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate until the Federal Energy Regulatory Commission ("FERC") establishes by a final order in Docket No. RP10-1398-000 no longer subject to rehearing and appeal ("Final Order") a maximum applicable usage rate for service under Rate Schedule FTH-12 to the New Mexico rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum or minimum usage rate as set forth in Transporter's Tariff.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the New Mexico rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $11.2542 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a maximum applicable reservation rate for service under Rate Schedule FTH-12 to the New Mexico rate zone ("Final Reservation Rate") that is lower than $11.2542 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement.

1c - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

1e - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
August 1, 2013

Mr. Ray Robey
UNS Gas, Inc.
88 East Broadway Blvd
Mail Stop HQ302
Tucson, AZ 85702

Dear Mr. Robey:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for UNS Gas, Inc. (“UNS Gas”) (EPNG and UNS Gas are together referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT259000, FT25A000, FT35L000, FT35M000, FT24N000, H3222000, H3228000, H8222000, H222L000 and also provides service to UNS Gas under an operator point aggregation service agreement, Contract No. OA22M000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT259000, FT25A000, FT35L000, FT35M000, FT24N000, H3222000, H3228000, and H8222000 (the capacity of which will be consolidated into Contract Nos. H3229000 and FT3AB000), Contract No. H222L000 (to be replaced by Contract No. H222P000) and Contract No. OA22M000 (to be replaced by Contract No. OA22Z000). Contract Nos. FT3AB000, H3229000, H222P000 and OA22Z000 shall be collectively referred to herein as the “Contract Package.”

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and UNS Gas (“Letter Agreement”) and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and UNS Gas shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the Contract Package.
4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay UNS Gas refunds by wire transfer (or by other mutually agreeable means) as follows:

a. $211,826 for refunds in Docket No. RP08-426-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to UNS Gas regardless of any past or future FERC or court decisions in that or any other proceeding; and

b. $3,340,801 for refunds in Docket No. RP10-1398-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which UNS Gas may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 8 of this Letter Agreement, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”). No refunds shall be paid, due or owing in association with Contract Nos. FT259000 or FT25A000. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the “Final Order”), such rates shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate.” Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

a. Contract Nos. FT35L000, FT35M000 and FT24N000
   i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with those agreements based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth from April 1, 2011 through the termination date of those agreements;

   ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements, EPNG shall pay UNS Gas additional refunds associated with those agreements for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements; and

   iii. Refunds, if any, associated with service under Contract Nos. FT35L000, FT35M000, and FT24N000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

b. Contract No. FT3AB000
   i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth from the effective date of that agreement until the date of the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;
ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date the Final Usage Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3AB000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

c. Contract Nos. H3222000 and H3228000
   i. If the Final Reservation Rate under Rate Schedule FTH-3 in the Arizona rate zone is lower than the monthly reservation rate of $13.2313 per Dth, EPNG shall pay UNS Gas additional refunds associated with those agreements based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and a monthly reservation rate of $13.2313 per Dth from April 1, 2011 through the termination date of those agreements;

   ii. If the Final Usage Rate under Rate Schedule FTH-3 in the Arizona rate zone is lower than the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements, EPNG shall pay UNS Gas additional refunds associated with those agreements for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements; and

   iii. Refunds, if any, associated with service under Contract Nos. H3222000 and H3228000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

d. Contract No. H8222000
   i. If the Final Reservation Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the monthly reservation rate of $20.9875 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and a monthly reservation rate of $20.9875 per Dth from April 1, 2011 through the termination date of that agreement;

   ii. If the Final Usage Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-8 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

   iii. Refunds, if any, associated with service under Contract No. H8222000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.
e. Contract No. H222L000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from April 1, 2011 through the termination date of that agreement;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

   iii. Refunds, if any, associated with service under Contract No. H222L000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

f. Contract No. H222P000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate for FTH-12 service to the Arizona rate zone, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date of the Final Usage Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone; and

   iii. Refunds, if any, associated with service under Contract No. H222P000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

g. Contract No. H3229000
   i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than a monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth times the applicable maximum daily quantity (“MDQ”) shown for Rate Schedule FT-1 service on Exhibit A attached hereto (“Exhibit A”) for each month from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;
ii. If the Final Reservation Rate is established after August 31, 2014 and the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone ("FTH-3 Differential") is less than $1.3731 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the FTH-3 Differential and $1.3731 per Dth times the MDQ shown for Rate Schedule FT-1 service on Exhibit A for each month for the period from September 1, 2014 until the date the Final Reservation Rates for Rate Schedules FT-1 and FTH-3 become the maximum effective rates for service to the Arizona rate zone;

iii. If the Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone is lower than a monthly reservation rate of $13.2313 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and $13.2313 per Dth times the MDQ shown for Rate Schedule FTH-3 service on Exhibit A for each month from the effective date of that agreement until the date of the Final Reservation Rate for Rate Schedule FTH-3 becomes the maximum effective rate for service to the Arizona rate zone;

iv. If the Final Reservation Rate for FTH-8 service to the Arizona rate zone is lower than a monthly reservation rate of $20.9875 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and $20.9875 per Dth times the MDQ shown for Rate Schedule FTH-8 service on Exhibit A for each month from the effective date of that agreement until the earlier of 1) the date the Final Reservation Rate for Rate Schedule FTH-8 becomes the maximum effective rate for service to the Arizona rate zone, or 2) August 31, 2014;

v. If the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone is lower than the actual usage rate paid under that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date the Final Usage Rate for Rate Schedule FTH-3 becomes effective for service to the Arizona rate zone; and

vi. Refunds, if any, associated with service under Contract No. H3229000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the Final Usage Rate.

h. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and pay those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG’s obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge UNS Gas to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.

6. UNS Gas hereby waives and relinquishes any rights to seek rehearing of the orders issued by FERC in Docket No. RP13-787-000, including without limitation the order issued on July 2, 2013, or petition any court for review of any order in that proceeding. UNS Gas further agrees it will not in any manner assist or support any effort by anyone to file such a rehearing request or petition for review.
7. Subject to final approval by UNS Gas’ management, the Parties agree to execute a new transportation service agreement (“New FTSA”) with a term starting on September 1, 2023 for the capacity specified in Exhibit B attached to this Letter Agreement for FT-1 service to the Arizona rate zone (ratable service) (“FT-1 Capacity”) for a term of one (1) year with a monthly reservation rate equal to the then effective Reservation Adjustable Component rate as defined in H3229000, which shall be adjusted annually using the same calculation as determined in that agreement and a maximum usage rate. The FT-1 Capacity will be under Contract No. H3229000 from its effective date through August 31, 2023. Upon the execution of the New FTSA, the FT-1 Capacity would not be subject to the contractual right of first refusal in Contract No. H3229000. Additionally, the New FTSA shall include a unilateral evergreen clause whereby the contract will continue in full force and effect from year to year thereafter until terminated by a 365-day written notice from UNS Gas. UNS Gas must provide written notice of its management’s approval for the New FTSA to EPNG no later than January 31, 2023. If such notice is not provided, the Parties shall not have any further obligations under this Paragraph 7 and all of the capacity under Contract No. H3229000 shall be subject to its contractual right of first refusal. Finally, the New FTSA shall be executed within thirty (30) days after such notice is received by EPNG.

8. Upon the effective date of this Letter Agreement, UNS Gas agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to UNS Gas. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by UNS Gas, its assignees or successor-in-interests.

9. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

10. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

11. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 10, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects UNS Gas’ understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Robin J. Janes

UNS GAS, INC.  

By____________________________
Name_________________________
Title__________________________
Date__________________________
Accepted and agreed to this _________ day of August, 2013.

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

By____________________________
NameChris M. Meyer
Title VP – Business Management
Date__________________________
Accepted and agreed to this _________ day of August, 2013.
## Exhibit A

El Paso Natural Gas Company, L.L.C.
UNS Gas, Inc. Letter Agreement

### Maximum Daily Quantities ("MDQ") by Month through August 31, 2014

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<th>Dec-13</th>
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<td>11,998</td>
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### Maximum Daily Quantities ("MDQ") by Month Beginning September 1, 2014

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<td>11,998</td>
<td>13,646</td>
<td>12,859</td>
<td>13,047</td>
</tr>
</tbody>
</table>

All quantities listed above are stated in Dth/d
### Exhibit B

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

**FERC Gas Tariff**

**Third Revised Volume No. 1A**

| Former Agmt Code | Service Type | Basin | Receipt | Delivery | Path | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual Average |
|------------------|--------------|-------|---------|----------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|
| FT250000         | FT1          | San Juan | BLANCO | DCITZHJ | NN1  | 6,390 | 6,334 | 6,694 | 3,428 | 1,716 | 1,922 | 1,971 | 1,967 | 1,905 | 3,115 | 3,264 | 6,464 | 3,764 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZNOG | NS3  | 0 | 0 | 0 | 1,797 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 625 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZPHX | NS3  | 0 | 0 | 785 | 1,888 | 667 | 335 | 0 | 0 | 0 | 0 | 0 | 0 | 563 | 380 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZPRC | NS3  | 0 | 0 | 1,031 | 2,590 | 1,071 | 301 | 0 | 0 | 0 | 0 | 340 | 0 | 740 | 506 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZSED | NS2  | 4,836 | 4,836 | 4,837 | 2,750 | 1,396 | 1,200 | 1,200 | 1,199 | 1,200 | 924 | 1,067 | 8,436 | 2,523 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZSJ | NN1  | 11,356 | 11,297 | 11,862 | 5,299 | 2,500 | 2,180 | 1,825 | 1,858 | 2,078 | 5,526 | 10,091 | 11,573 | 6,454 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZSWF | NN1  | 8,700 | 8,775 | 9,784 | 4,000 | 2,381 | 900 | 900 | 900 | 900 | 900 | 0 | 2,073 | 7,459 | 3,898 |
| FT250000         | FT1          | San Juan | BLANCO | DCITZPRC | NS3  | 5,564 | 5,023 | 0 | 3,031 | 764 | 924 | 606 | 362 | 0 | 0 | 4,783 | 1,755 |
| FT250000         | FT1          | Permian | KEYSTONE | DCITZPHX | SS1  | 549 | 2,196 | 3,616 | 3,300 | 536 | 595 | 248 | 404 | 586 | 0 | 0 | 490 | 1,043 |
| FT250000         | FT1          | Permian | KEYSTONE | DCITZPRC | SS1  | 722 | 2,886 | 4,752 | 4,525 | 860 | 534 | 224 | 357 | 615 | 0 | 0 | 643 | 1,343 |
| FT250000         | FT1          | Permian | KEYSTONE | DCITZSED | SS1  | 7,255 | 7,253 | 3,968 | 0 | 2,095 | 1,801 | 1,801 | 1,798 | 1,801 | 1,220 | 1,333 | 7,255 | 3,132 |
| FT250000         | FT1          | Permian | WAHA | DCITZNOG | SS1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 240 | 0 | 0 | 20 |

**Total FTH3 through 08/31/2023**

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<td>47,329</td>
<td>29,577</td>
<td>16,253</td>
<td>10,532</td>
<td>9,093</td>
<td>9,089</td>
<td>10,111</td>
<td>11,650</td>
<td>17,828</td>
<td>44,806</td>
<td>25,020</td>
</tr>
</tbody>
</table>

**Capacity subject to Unilateral Evergreen**

- **FT1**
  - 78,610 78,029 73,469 34,418 18,508 15,431 16,233 16,017 15,392 22,775 35,904 78,182 40,247

**Capacity subject to Contractual ROFR if New FTSA is executed**

- **FTH3**
  - 36,239 39,390 41,694 20,337 11,998 13,846 12,859 13,047 13,643 14,770 37,649 36,345 24,301

**Total FTH3 through 08/31/2023**

| 114,849 | 117,419 | 115,163 | 54,755 | 30,506 | 29,077 | 29,092 | 29,064 | 29,035 | 37,545 | 73,553 | 114,527 | 64,549 |

All quantities listed above are stated in Dth/d

**Issued on:** August 5, 2013  
**Effective on:** September 1, 2013
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

UNS Gas, Inc.

Dated: June 1, 2014
Transportation Service Agreement
Rate Schedule FT-1
Dated: June 1, 2014

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:** UNS GAS, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes ___ X ___ No____

9. **Term of Agreement:**
   - Beginning: September 1, 2013
   - Ending: August 31, 2023

   A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3AB000 originally dated September 1, 2013.

Issued on: May 1, 2014
Effective on: June 1, 2014
11. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,900</td>
<td>January</td>
</tr>
<tr>
<td>4,200</td>
<td>February</td>
</tr>
<tr>
<td>10,800</td>
<td>March</td>
</tr>
<tr>
<td>4,197</td>
<td>April</td>
</tr>
<tr>
<td>2,400</td>
<td>May – September</td>
</tr>
<tr>
<td>3,265</td>
<td>October</td>
</tr>
<tr>
<td>3,500</td>
<td>November</td>
</tr>
<tr>
<td>7,700</td>
<td>December</td>
</tr>
</tbody>
</table>

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

   **To Shipper:** UNS Gas, Inc.
   88 E. Broadway Blvd.
   Mail Stop HQE 302
   PO Box 711
   Tucson, AZ 85702
   Attn: Gas Transportation Services

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

13. **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.

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. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

UNS GAS, INC.

By____________________________
Name________________________
Title__________________________
Date__________________________

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

By____________________________
Will W. Brown
Director of Marketing

Date__________________________
### Transportation Service Agreement Details

**Effective Dates:** June 1, 2014 - August 31, 2023

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|--------------------|-------------------------------------------------------------|---------------------|-----------|----------|----------|-------|-------|-----|------|------|-------|-------|-----------|-----------|----------|----------|
| BLANCO 216748 DCITZHLJ 475601 NN1                           |                    |                                                            |                     |           | 600      |          | 2,123 |       |     |     |     |       |         |           |          |          |          |
| BLANCO 216748 DCITZNOG 475609 NS3                          |                    |                                                            |                     |           | 1,891    |          | 2,123 |       |     |     |     |       |         |           |          |          |          |
| BLANCO 216748 DCITZSWF 475602 NN1                          |                    |                                                            |                     |           | 3,600    |          | 2,123 |       |     |     |     |       |         |           |          |          |          |
| WAHA 216752 DCITZNOG 475609 SS1                            |                    |                                                            |                     |           | 1,609    |          | 2,123 |       |     |     |     |       |         |           |          |          |          |
| **TRANSPORTATION CONTRACT DEMAND**                         |                    |                                                            |                     |           | **6,900** | **4,200** | **10,800** | **4,197** | **2,400** | **2,400** | **2,400** | **2,400** | **2,400** | **3,265** | **3,500** | **7,700** | **1,609** |

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

Shipper's Transportation Contract Demand: See Paragraph 11

---

**Issued on:** May 1, 2014  
**Effective on:** June 1, 2014
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 43.1 - UNS Gas, Inc. #FT3AB000 Exhibit A
Version 1.0.0

Agreement No. FT3AB000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

Effective Dates: June 1, 2014 - August 31, 2023

<table>
<thead>
<tr>
<th>Primary Delivery Point(s)/Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Meter No.</th>
<th>Meter DRN Code(s)</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Delivery Pressure (p.s.i.g.) Not less than 3/</th>
<th>Delivery Pressure (p.s.i.g.) Not greater than 5/</th>
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<td>1008</td>
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<td>1253505</td>
<td>Nogales #3 (Summer)</td>
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<td>300</td>
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<tr>
<td>DCITZN OG</td>
<td>475609</td>
<td>34550</td>
<td>1253505</td>
<td>Nogales #3 (Winter)</td>
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</tr>
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**Contract Meter Quantity (CMQ(s))**

<table>
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<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
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<tbody>
<tr>
<td>3,500</td>
<td>3,500</td>
<td>6,000</td>
<td>4,197</td>
<td>2,400</td>
<td>2,400</td>
<td>2,400</td>
<td>2,400</td>
<td>2,400</td>
<td>3,265</td>
<td>3,500</td>
<td>4,100</td>
</tr>
</tbody>
</table>
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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The Transportation Service Agreement between
El Paso Natural Gas Company, L.L.C. (Transporter) and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

### Primary Receipt Point(s)
<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>June 1, 2014 - August 31, 2023</td>
<td>(1b)</td>
<td>(1a)</td>
<td>(1c)</td>
<td></td>
</tr>
</tbody>
</table>

### Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))

<table>
<thead>
<tr>
<th>Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML PER STML SJN STML ANA</td>
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<td>169</td>
<td>475601</td>
<td>(1b) (1e)</td>
<td>(1a) (1e)</td>
<td>(1c)</td>
<td></td>
</tr>
<tr>
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<td>216797</td>
<td>475609</td>
<td>(1b)</td>
<td>(1a)</td>
<td>(1c)</td>
<td></td>
</tr>
<tr>
<td>STML PER STML SJN STML ANA</td>
<td>216823</td>
<td>216797</td>
<td>475602</td>
<td>(1b)</td>
<td>(1a)</td>
<td>(1c)</td>
<td></td>
</tr>
</tbody>
</table>

**Issued on:** May 1, 2014  
**Effective on:** June 1, 2014
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate until the Federal Energy Regulatory Commission (“FERC”) establishes by a final order in Docket No. RP10-1398-000 no longer subject to rehearing and appeal (“Final Order”) a maximum applicable usage rate for service under Rate Schedule FT-1 to the Arizona rate zone (“Final Usage Rate”). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum or minimum usage rate as set forth in Transporter's Tariff.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the Arizona rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $12.3188 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FT-1 to the Arizona rate zone (“Final Reservation Rate”) that is lower than $12.3188 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement. The negotiated reservation rate shall be applicable to the MDQ for the listed D-Code in Exhibit A regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code.

1c - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter’s Tariff.

1e - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including meters related to such points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

UNS Gas, Inc.

Dated: June 1, 2014
Transportation Service Agreement
Rate Schedule FT-H
Dated: June 1, 2014

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:** UNS GAS, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No____

9. **Term of Agreement:**
   
   Beginning: September 1, 2013
   Ending: October 31, 2020

   A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H222P000 originally dated September 1, 2013.
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 44 - UNS Gas, Inc. #H222P000
Version 1.0.0

Agreement No. H222P000

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,310</td>
<td>April – October</td>
</tr>
</tbody>
</table>

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

To Shipper:
UNS Gas, Inc.
88 E. Broadway Blvd.
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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.

15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

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

By ____________________________  
By ____________________________  
Will W. Brown  
Director of Marketing

Name_________________________  
Title__________________________

Date__________________________  
Date__________________________

Issued on: May 1, 2014  
Effective on: June 1, 2014
### Effective Dates: June 1, 2014 - October 31, 2020

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|---------------------|---------------------------------------------------------------|---------------------|----------|---------|---------|------|------|-----|------|------|------|--------|-----------|---------|----------|----------|
| KEYSTONE                                                   | 216750             | DCITZNOG                                                      | 475809             | SS1      | 2,310   | 2,310   | 2,310 | 2,310 | 2,310 | 2,310 | 2,310 | 2,310 | 2,310   | 2,310     | 2,310   | 2,310    | 2,310    |
| TRANSPORTATION CONTRACT DEMAND                             |                     |                                                               |                     |          | 2,310   | 2,310   | 2,310 | 2,310 | 2,310 | 2,310 | 2,310 | 2,310 | 2,310   | 2,310     | 2,310   | 2,310    | 2,310    |

Shipper's Transportation Contract Demand: See Paragraph 11

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

Part VII: Non-Conforming
Section 44.1 - UNS Gas, Inc. #H222P000 Exhibit A
Version 1.0.0

Agreement No. H222P000

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

Effective Dates: June 1, 2014 - October 31, 2020

| Primary Delivery Point(s)/Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Meter No. | Meter DRN Code(s) | Description | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|----------------------|-----------|------------------|-------------|---------|---------|-------|-------|-----|------|------|-------|---------|----------|----------|---------|---------|
| DCITZNOG 475609 20050 103662 | Tucson Rd Sales |
| DCITZNOG 475609 20193 1008 | Patagonia |
| DCITZNOG 475609 20521 1013 | Tubac |
| DCITZNOG 475609 20522 123 | Amado |
| DCITZNOG 475609 20525 1014 | Rio Rico |
| DCITZNOG 475609 30040 1012 | Nogales |
| DCITZNOG 475609 30201 125844 | Main Line Taps |
| DCITZNOG 475609 30202 273634 | Nogales Mainline Taps |
| DCITZNOG 475609 31320 1011 | Power Plant |
| DCITZNOG 475609 31559 1015 | Nogales No. 2 |
| DCITZNOG 475609 34550 1253505 | Nogales No. 3 |

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<th>2,310</th>
</tr>
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Contract Meter Quantity (CMQ(s)) 2/

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: May 1, 2014 Effective on: June 1, 2014
EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

<table>
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<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<tr>
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<td>(1b)</td>
<td>(1a)</td>
<td>(1c)</td>
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<th>Receipt DRN Code(s)</th>
<th>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>169 475601 475609 216797 467593 467592 216795 216796 475602</td>
<td>June 1, 2014 - October 31, 2020</td>
<td>(1b) (1e)</td>
<td>(1a) (1e)</td>
<td>(1c)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Issued on: May 1, 2014                                      Effective on: June 1, 2014
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-12; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate until the Federal Energy Regulatory Commission ("FERC") establishes by a final order in Docket No. RP10-1398-000 no longer subject to rehearing and appeal ("Final Order") a maximum applicable usage rate for service under Rate Schedule FTH-12 to the Arizona rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum or minimum usage rate as set forth in Transporter's Tariff.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $14.1438 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-12 to the Arizona rate zone ("Final Reservation Rate") that is lower than $14.1438 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement.

1c - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

1e - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including meters related to such points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

UNS Gas, Inc.

Dated: June 1, 2014
Transportation Service Agreement  
Rate Schedule FT-H  
Dated: June 1, 2014

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:** UNS GAS, INC.

3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. **Firm Hourly Transportation Service:** Three Hour Enhanced “FTH-3”

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

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

10. **Term of Agreement:** Beginning: September 1, 2013  
    Ending: August 31, 2023

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. The available capacity subject to the right of first refusal is pursuant to the Letter Agreement dated August 1, 2013 between Transporter and Shipper accepted by FERC on August 23, 2013 in Docket No. RP13-1231-000.

11. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H3229000 originally dated September 1, 2013.
11. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>February</td>
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<td>73,553</td>
<td>November</td>
</tr>
<tr>
<td>114,527</td>
<td>December</td>
</tr>
</tbody>
</table>

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

To Shipper:

- UNS Gas, Inc.
- 88 E. Broadway Blvd.
- Mail Stop HQE 302
- PO Box 711
- Tucson, AZ 85702
- Attn: Gas Transportation Services

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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.

15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

UNS GAS, INC.

By____________________________________
Name__________________________
Title__________________________
Date__________________________

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

By____________________________________
Will W. Brown
Director of Marketing

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

Part VII: Non-Conforming
FERC Gas Tariff
Section 45.1 - UNS Gas, Inc. #H3229000 Exhibit A
Version 1.0.0

Agreement No. H3229000

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

Effective Dates: June 1, 2014 - August 31, 2023

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|----------|---------|---------|-------|------|-----|------|------|------|-------|-----------|----------|----------|----------|
| BLANCO 216748 DCITZGIL 169 NS3 | 780 | 780 | 780 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 780 | 780 |
| BLANCO 216748 DCITZHLJ 475601 NN1 | 8,522 | 8,466 | 6,326 | 4,605 | 2,736 | 2,111 | 1,502 | 1,363 | 1,778 | 2,340 | 3,354 | 7,996 |
| BLANCO 216748 DCITZNCG 475609 NS3 | 1,530 | 2,800 | 803 |
| BLANCO 216748 DCITZPHX 216797 NS3 | 2,820 | 3,400 | 4,636 | 2,922 | 1,311 |
| BLANCO 216748 DCITZPRC 467593 NS2 | 12,091 | 13,415 | 13,147 | 3,539 | 1,161 | 1,047 | 1,489 | 1,624 | 1,147 | 1,952 | 2,042 | 12,245 |
| BLANCO 216748 DCITZSED 467592 NS2 | 9,308 | 9,465 | 6,437 | 3,470 | 2,116 | 1,920 | 1,477 | 1,342 | 1,819 | 461 | 2,547 | 6,436 |
| BLANCO 216748 DCITZSJJE 216795 NN1 | 14,457 | 14,398 | 14,962 | 6,799 | 4,000 | 3,680 | 3,325 | 3,358 | 3,578 | 7,026 | 13,191 | 14,674 |
| BLANCO 216748 DCITZSJW 216796 NN1 | 11,599 | 11,674 | 14,500 | 4,600 | 2,981 | 3,100 | 3,100 | 3,100 | 3,100 | 4,545 | 12,689 | 11,661 |
| BLANCO 216748 DCITZSWF 475602 NSN | 10,670 | 13,280 | 9,774 | 8,548 | 5,925 | 6,752 | 6,866 | 6,854 | 6,711 | 7,796 | 8,907 | 10,595 |
| KEYSTONE 216750 DCITZHLJ 475601 SN2 | 831 | 1,489 | 1,624 | 1,147 | 1,952 | 2,042 |
| KEYSTONE 216750 DCITZPHX 216797 SS1 | 12,280 | 11,700 | 10,464 | 3,578 | 789 | 2,100 | 2,200 | 2,200 | 2,000 | 3,400 | 6,300 | 9,562 |
| KEYSTONE 216750 DCITZPRC 467593 SS1 | 9,155 | 4,847 | 1,326 | 1,963 | 1,628 | 1,451 | 2,082 | 2,447 | 7,931 | 2,110 |
| KEYSTONE 216750 DCITZSED 467592 SS1 | 6,783 | 6,624 | 9,655 | 5,286 | 3,175 | 2,881 | 3,324 | 3,455 | 2,982 | 3,648 | 4,121 | 9,655 |
| WAHA 216752 DCITZNOG 475609 SS1 | 4,791 | 3,521 | 6,321 | 803 | 803 | 803 | 803 | 803 | 803 | 6,321 | 6,321 |
| WAHA 216752 DCITZPRC 467593 SS1 | 19,218 | 17,896 | 9,006 | 5,958 | 3,783 | 1,489 | 1,489 | 1,490 | 1,488 | 775 | 3,328 | 16,954 |
| TRANSPORTATION CONTRACT DEMAND | 114,849 | 117,419 | 115,163 | 54,755 | 30,506 | 29,077 | 29,092 | 29,064 | 29,035 | 37,545 | 73,553 | 114,527 |

Maximum Quantity - D-Code (Dth/d) 1/  
Shipper's Transportation Contract Demand: See Paragraph 11  

Ex. A-1

Issued on: May 1, 2014
Effective on: June 1, 2014
### Contract Meter Quantity (CMQ)(s) 2/ 

<table>
<thead>
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<th>Primary Delivery Point(s)</th>
<th>Delivery DRN Code(s)</th>
<th>Meter No.</th>
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**Effective Dates:** June 1, 2014 - August 31, 2023

**Issued on:** May 1, 2014

**Effective on:** June 1, 2014
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**CONTRACT METER QUANTITY (CMQ(s))**

| 87,308 | 87,270 | 88,517 | 37,051 | 18,890 | 17,124 | 17,025 | 17,013 | 17,123 | 25,240 | 57,198 | 87,061 |

Issued on: May 1, 2014  
Effective on: June 1, 2014
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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 45.2 - UNS Gas, Inc. #H3229000 Exhibit B

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and UNS Gas, Inc. (Shipper)
Dated: June 1, 2014

Agreement No. H3229000

EXHIBIT B-1

Issued on: May 1, 2014
Effective on: June 1, 2014
i) Reservation Adjustable Component

On the first day of the Term of this Agreement, the Reservation Adjustable Component shall be comprised of an annual average monthly quantity of 40,247 Dth and a rate (hereinafter referred to as the "Reservation Adjustable Rate") of $1.3731 per Dth. The Reservation Adjustable Rate (and thereby the negotiated reservation rate) shall be subject to annual increases and will be adjusted as follows throughout the Term of this Agreement. On January 1, 2014 and on each annual anniversary date thereafter during the Term of this Agreement, Transporter shall increase the Reservation Adjustable Rate to be paid under this Agreement for the then current calendar year ("New RAR"). The New RAR shall be calculated by increasing the Operations and Maintenance (O&M) and Other Taxes portion of the Reservation Adjustable Rate in effect for the immediately preceding calendar year by 93% of the percentage increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") using the second quarter index as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the IPD or GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the FERC ("Inflation Adjustment Calculation"); provided however, that the New RAR derived from the Inflation Adjustment Calculation shall not be less than 1% or more than 4.5% increase to the total Reservation Adjustable Rate for the immediately preceding year ("Rate Collar"). Transporter and Shipper expressly agree that the entire increase as calculated above, regardless of whether derived from the Inflation Adjustment Calculation or the Rate Collar, shall be deemed an increase to the O&M and Other Taxes portion of the Reservation Adjustable Rate. The Inflation Adjustment Calculation and, if applicable, the Rate Collar, shall be applied on the following January 1st during each year that this Agreement is in effect. For the purposes of the initial negotiated reservation rate for this Agreement, the O&M and Other Taxes portion of the rate for this Reservation Adjustable Component for 2013 is $5.3197. On each December 1 during the Term of this Agreement, Transporter will provide the New RAR applicable to January 1 of the next year and provide Shipper with such calculations and supporting workpapers. The New RAR calculation is based on a Mcf-Dth system-wide BTU conversion factor of 1.018. There will be no annual adjustment to the New RAR calculation in relation to changes that might occur to the system-wide BTU factor. Exhibit C to this Agreement provides an illustrative example of how the Inflation Adjustment Calculation and the Rate Collar are calculated.

ii) Second Reservation Component

Prior to September 1, 2014, the Second Reservation Component shall not be included in the calculation of the negotiated reservation rate. Effective September 1, 2014, the Second Reservation Component shall be comprised of an annual average monthly quantity of 40,247 Dth and a rate of $1.3731 per Dth (which is the positive difference between the currently effective Arizona rate zone monthly reservation maximum recourse rate for Rate Schedule FTH-3 and Rate Schedule FT-1). If the FERC issues a Final Order whereby a positive difference between the Arizona rate zone monthly reservation maximum recourse rate for Rate Schedule FTH-3 and Rate Schedule FT-1 is lower than $1.3731, then the rate for the Second Reservation Component shall be such lower positive difference between the Arizona rate zone monthly reservation maximum recourse rate for Rate Schedule FTH-3 and Rate Schedule FT-1. Such lower positive difference rate for the Second Reservation Component shall become effective throughout the Term of this Agreement beginning on the date that the final rates under Rate Schedules FTH-3 and FT-1 as established by Final Order become effective for all shippers pursuant to such Final Order.

iii) Third Reservation Component

On the first day of the Term of this Agreement, the Third Reservation Component shall be comprised of an annual average monthly quantity of 9,526 Dth and a rate of $13.2313 per Dth. On September 1, 2014, the annual average monthly quantity shall increase by 14,775 Dth to 24,301 Dth. Additionally, if the rate under Rate Schedule FTH-3 for the Arizona rate zone established by a Final Order ("Final Reservation Rate under Rate Schedule FTH-3") is less than a reservation rate of $13.2313 per Dth, the rate for the Third Reservation Component shall be equal to that lower Final Reservation Rate under Rate Schedule FTH-3. Such lower rate shall be effective for the remainder of the Term of this Agreement beginning on the same date the lower Final Reservation Rate under Rate Schedule FTH-3 becomes effective for all shippers.

iv) Fourth Reservation Component

On the first day of the Term of this Agreement through August 31, 2014, the Fourth Reservation Component shall be comprised of an annual average monthly quantity of 14,775 Dth and a rate of $20.9875 per Dth. On September 1, 2014 and through the remaining Term of this Agreement, the Fourth Reservation Component shall not be included in the calculation of the negotiated reservation rate. Additionally, if prior to September 1, 2014 the applicable maximum recourse reservation rate established by the Final Order for service under Rate Schedule FTH-8 to the Arizona rate zone ("Final Reservation Rate under Rate Schedule FTH-8") is less than a reservation rate of $20.9875 per Dth, the rate for the Fourth Reservation Component shall be equal to that lower Final Reservation Rate under Rate Schedule FTH-8 beginning on the date that the Final Reservation Rate under Rate Schedule FTH-8 goes in to effect for all shippers and shall remain the rate for this Fourth Reservation Component through August 31, 2014.

1c - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

Issued on: May 1, 2014

Effective on: June 1, 2014
1e - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
### Schedule 1 -- Illustrative Calculation for Negotiated Monthly Weighted Average Reservation Rate

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**Effective 9/1/13 through 12/31/13**

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**Effective 1/1/14 through 8/31/14**

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<th>Monthly Reservation Rate</th>
<th>Annual Reservation Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Reservation Adjustable Component</td>
<td>AZ</td>
<td>40,247</td>
<td>$9.0667</td>
<td>$4,378,890</td>
</tr>
<tr>
<td>19</td>
<td>Second Reservation Component</td>
<td>AZ</td>
<td>$1.3731</td>
<td>4/</td>
<td>$663,158</td>
</tr>
<tr>
<td>20</td>
<td>Third Reservation Component</td>
<td>AZ</td>
<td>24,301</td>
<td>$13.2313</td>
<td>$3,858,406</td>
</tr>
<tr>
<td>21</td>
<td>Total:</td>
<td></td>
<td>64,548</td>
<td></td>
<td>$8,900,453</td>
</tr>
<tr>
<td>22</td>
<td>Indicative Weighted Average Rate</td>
<td></td>
<td></td>
<td>$11.4907</td>
<td></td>
</tr>
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</table>

**Effective 1/1/15 through 12/31/15**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Component</th>
<th>Rate Zone</th>
<th>Annual Avg MDQ</th>
<th>Monthly Reservation Rate</th>
<th>Annual Reservation Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Reservation Adjustable Component</td>
<td>AZ</td>
<td>40,247</td>
<td>$9.2846</td>
<td>$4,484,128</td>
</tr>
</tbody>
</table>

**Effective 1/1/16 through 12/31/16**

<table>
<thead>
<tr>
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<th>Rate Zone</th>
<th>Annual Avg MDQ</th>
<th>Monthly Reservation Rate</th>
<th>Annual Reservation Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Component</td>
<td>AZ</td>
<td>Rate</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------</td>
<td>----</td>
<td>--------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Second</td>
<td></td>
<td>$1.3731</td>
<td>$663,158</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reservation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Third</td>
<td></td>
<td>$13.2313</td>
<td>$3,858,406</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reservation</td>
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<td>24</td>
<td>Total</td>
<td></td>
<td>$11.6266</td>
<td>$9,005,691</td>
<td></td>
</tr>
</tbody>
</table>

1/ See Schedule 2, Column B, Line 16 for Illustrative Escalated Reservation Rate

2/ (Column E / (Column C*12)) rounded to the 4th decimal.

3/ See Schedule 2, Column C, Line 16 for Illustrative Escalated Reservation Rate

4/ Equals positive difference between the Arizona rate zone maximum monthly Rate Schedule FTH-3 and FT-1 rate.

5/ (Column C, Line 13*Column E, Line 14)

6/ See Schedule 2, Column D, Line 16 for Illustrative Escalated Reservation Rate

7/ See Schedule 2, Column E, Line 16 for Illustrative Escalated Reservation Rate

Exhibit C-1
### Schedule 2 - Reservation Adjustable Component Rate - Illustrative Escalation Example

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
</tr>
<tr>
<td>1</td>
<td>Rate for Previous Calendar Year</td>
<td>$8.7622</td>
<td>$8.8498</td>
<td>$8.9576</td>
<td>$9.0667</td>
</tr>
<tr>
<td>2</td>
<td>Rate Collar Minimum Percentage</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>Escalated Threshold Minimum</td>
<td>$0.0876</td>
<td>$0.0885</td>
<td>$0.0896</td>
<td>$0.0907</td>
</tr>
<tr>
<td>4</td>
<td>Rate for Previous Calendar Year</td>
<td>$8.7622</td>
<td>$8.8498</td>
<td>$8.9576</td>
<td>$9.0667</td>
</tr>
<tr>
<td>5</td>
<td>Rate Collar Maximum Percentage</td>
<td>4.5%</td>
<td>4.5%</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
<tr>
<td>6</td>
<td>Escalated Threshold Maximum</td>
<td>$0.3943</td>
<td>$0.3982</td>
<td>$0.4031</td>
<td>$0.4080</td>
</tr>
<tr>
<td>7</td>
<td>O&amp;M, Other Taxes - Previous Year Portion of the</td>
<td>$5.2179</td>
<td>$5.3197</td>
<td>$5.4073</td>
<td>$5.5151</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Previous Year Inflation Adjustment Escalation</td>
<td>$0.1018</td>
<td>$0.0876</td>
<td>$0.1078</td>
<td>$0.1091</td>
</tr>
<tr>
<td>9</td>
<td>Current Calendar Year O&amp;M, Other Taxes</td>
<td>$5.3197</td>
<td>$5.4073</td>
<td>$5.5151</td>
<td>$5.6242</td>
</tr>
<tr>
<td>10</td>
<td>GDP-IPD Escalation Factor</td>
<td>1/</td>
<td>1.7028%</td>
<td>2.1428%</td>
<td>2.1277%</td>
</tr>
<tr>
<td>11</td>
<td>Applicable Percent of GDP-IPD</td>
<td>93.0000%</td>
<td>93.0000%</td>
<td>93.0000%</td>
<td>93.0000%</td>
</tr>
<tr>
<td>12</td>
<td>Reduced Inflation Percentage</td>
<td>1.5836%</td>
<td>1.9928%</td>
<td>1.9787%</td>
<td>3.8750%</td>
</tr>
<tr>
<td>13</td>
<td>Inflation Adjustment Calculation (Ln 9 * Ln 12)</td>
<td>$0.0842</td>
<td>$0.1078</td>
<td>$0.1091</td>
<td>$0.2179</td>
</tr>
<tr>
<td>14</td>
<td>Rate for Previous Calendar Year</td>
<td>$8.7622</td>
<td>$8.8498</td>
<td>$8.9576</td>
<td>$9.0667</td>
</tr>
<tr>
<td>15</td>
<td>Selected Escalation</td>
<td>2/</td>
<td>$0.0876</td>
<td>$0.1078</td>
<td>$0.1091</td>
</tr>
<tr>
<td>16</td>
<td>Reservation Adjustable Component Rate for New Year</td>
<td>$8.8498</td>
<td>$8.9576</td>
<td>$9.0667</td>
<td>$9.2846</td>
</tr>
<tr>
<td>17</td>
<td>100% Load Factor Rate (excluding usage)</td>
<td>3/</td>
<td>$0.2910</td>
<td>$0.2945</td>
<td>$0.2981</td>
</tr>
</tbody>
</table>
1/ See Schedule 3
2/ If the Inflation Adjustment Calculation (Line 13) is not within the Rate Collar minimum (Line 3) and the Rate Collar maximum (Line 6) then the applicable Escalated Threshold Minimum or Escalated Threshold Maximum is selected.
3/ Rate result rounded to the 4th decimal.

Exhibit C-2
### Schedule 3 - Derivation of Escalation Factor

#### GDP-IPD

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2011</th>
<th>2nd Qtr 2012</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Implicit Price Deflator</td>
<td>113.109</td>
<td>115.035</td>
<td>1.7028%</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>3</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>4</td>
<td>2011-2012 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>1.7028%</td>
</tr>
<tr>
<td>5</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>6</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.5836%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2012</th>
<th>2nd Qtr 2013</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Implicit Price Deflator</td>
<td>115.035</td>
<td>117.500</td>
<td>2.1428%</td>
</tr>
<tr>
<td>10</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td>1.0%</td>
</tr>
<tr>
<td>11</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td>4.5%</td>
</tr>
<tr>
<td>12</td>
<td>2012-2013 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td>2.1428%</td>
</tr>
<tr>
<td>13</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td>93.0%</td>
</tr>
<tr>
<td>14</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td>1.9928%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>2nd Qtr 2013</th>
<th>2nd Qtr 2014</th>
<th>Percentage Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Implicit Price Deflator</td>
<td>117.500</td>
<td>120.000</td>
<td>2.1277%</td>
</tr>
<tr>
<td>18</td>
<td>Minimum Inflation Percent</td>
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<td>1.0%</td>
</tr>
<tr>
<td>Line</td>
<td>Description</td>
<td>2nd Qtr 2014</td>
<td>2nd Qtr 2015</td>
<td>Percentage Increase/(Decrease)</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>20</td>
<td>Maximum Inflation Percent</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>2013-2014 GDP-IPD Escalation Factor</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Applicable Percent of GDP-IPD</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Implicit Price Deflator</td>
<td>120.000</td>
<td>125.000</td>
<td>3/</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Minimum Inflation Percent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Maximum Inflation Percent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>2014-2015 GDP-IPD Escalation Factor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Applicable Percent of GDP-IPD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Adjusted Inflation Percent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ 2nd Qtr 2013 data not available, so this is simply a "plug" number to demonstrate the computation.

2/ 2nd Qtr 2013 and 2014 data not available, so this is simply a "plug" number to demonstrate the computation.

3/ 2nd Qtr 2014 and 2015 data not available, so this is simply a "plug" number to demonstrate the computation.

Exhibit C-3
Schedule 4 - Annual Reservation Adjustable Component Rate Escalation Process

1) Beginning with the Reservation Adjustable Component rate currently in effect, determine the Rate Collar minimum and maximum increase. This is done by computing a 1% minimum escalation of the current Reservation Adjustable Component rate and 4.5% maximum escalation of the current Reservation Adjustable Component rate. See lines 1 through 6.

2) Compute the portion of the Reservation Adjustable Component rate that is escalated by taking the previous year's O&M and Other Taxes portion of the rate and applying the overall inflation dollars determined from the prior year's escalation calculation. See lines 7 through 9.

3) Determine the annual inflation percentage, which is 93% of the increase in the Implicit Price Deflator when comparing the 2nd Qtr data of the previous year to the 2nd Qtr data of the current year. See Schedule 3.

4) Apply that inflation percentage (see line 12) to the O&M and Other Taxes Portion of the current Reservation Adjustable Component rate to determine the calculated inflation adjustment in dollars. See line 13.

5) Determine if the calculated inflation adjustment from Step 4 is larger than the minimum Rate Collar increase (see line 3). If yes, move to Step 6. If no, select the minimum Rate Collar increase from line 3.

6) Determine if the calculated inflation adjustment from Step 4 is less than the maximum Rate Collar increase (see line 6). If yes, select the calculated inflation adjustment. If no, select the maximum Rate Collar increase from line 6.

7) Add the selected increase to the Reservation Adjustable Component rate from the immediately preceding year to determine the Reservation Adjustable Component rate to be in effect on January 1 of the upcoming year.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Texas Gas Service Company, a division of ONE Gas, Inc.

Dated: August 1, 2014
Transportation Service Agreement
Rate Schedule FT-H
Dated: August 1, 2014

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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. **Firm Hourly Transportation Service:** Three Hour Enhanced "FTH-3"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

7. **Construction of Facilities:** The parties agree and acknowledge that Transporter must use good-faith, commercially reasonable efforts to receive all necessary approvals and complete construction of additional facilities in order to provide transportation service for Shipper under this Agreement including but not limited to up to 4 miles of pipeline at or near the intersection of Transporter's Line Nos. 1600, 1103 and 1100 with Line Nos. 2034, 2058 and 20121 and metering facilities at Transmountain Road ("New Facilities").

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

9. **Negotiated Rate Agreement:** Yes ___ X ___ No ______

10. **Term of Agreement:**
Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H322A000), Contract No. FT3CP000, Contract No. H322B000, and Contract No. OA232000 (collectively referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the “Letter Agreement”). This Agreement shall become effective (“Effective Date”)

Issued on: April 14, 2015

Effective on: May 15, 2015
on the later of: 1) August 1, 2014, 2) the first day of the month after FERC accepts and/or approves the Letter Agreement, and each of the agreements comprising the Contract Package in their entirety and without modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 10), or 3) the Modification Date as defined in this Paragraph 10. “Acceptable Condition” in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes in to effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date Modification Date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package, without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

Shipper's right to service and obligation to pay reservation charges under this Agreement shall commence three (3) days following the date that the New Facilities are completed and ready for service and Transporter has received all necessary approvals and permissions to use the facilities for service in a form and substance satisfactory to Transporter in its sole discretion (referred to herein as “Service Date”).

Unless Transporter is required to file with FERC a certificate application under Section 7(c) of the Natural Gas Act for the Line No. 20121 Expansion Capacity, this Agreement shall terminate the earlier of 10 years from the Service Date or August 31, 2025. In the event a Section 7(c) certificate application is required, the term of this Agreement shall be 10 years beginning on the date the Line No. 20121 Expansion Capacity goes into service.

11. **Partial Month Service (following the Service Date):** If the Service Date occurs on any day other than the first day of a calendar month, then Shipper shall pay Transporter a prorated share of its applicable Reservation Rates based on the number of days in the month from the Service Date through the last day of the month divided by the number of days in the month in which the Service Date occurs. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Service Date.

12. **Conditions to Transporter's Obligations:** Transporter’s obligations under this Agreement are subject to:

   (a) Transporter’s receipt and acceptance of any and all necessary approvals, permissions, permits, or authorizations to construct, own, operate and place in service the New Facilities in a form and substance satisfactory to Transporter in its sole discretion; provided however, Transporter shall have no obligation to commence construction of the New Facilities if any necessary approval, permission, permit or authorization imposes any conditions or requirements that make such construction or operation uneconomic or otherwise unacceptable to Transporter in its sole discretion.

   (b) Transporter’s successful completion of all construction of the New Facilities and placing the New Facilities in service.
(c) Satisfaction of Shipper of its obligations set forth in this Agreement.

If the requirements of this Paragraph 12 are not fully satisfied, in Transporter’s sole discretion, then Transporter may terminate the Agreement, without liability of any kind to Shipper, by giving thirty (30) days advance written notice of such termination; provided, however, that if the relevant requirements of this Paragraph 12 are met, or waived by Transporter, after Transporter provides the 30-day advance written notice described above but before the 30-day period set in motion by such notice has completely run, then such notice shall be deemed null and void. Upon the date the New Facilities are placed in service, the provisions of this Paragraph 12 shall no longer apply.

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: N/A.

14. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,924</td>
<td>January</td>
</tr>
<tr>
<td>5,700</td>
<td>February</td>
</tr>
<tr>
<td>1,616</td>
<td>March</td>
</tr>
<tr>
<td>24,000</td>
<td>April - October</td>
</tr>
<tr>
<td>1,800</td>
<td>November</td>
</tr>
<tr>
<td>6,122</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:**
Texas Gas Service Company, a division of ONE Gas, Inc.
1301 South Mopac Expressway, Suite 400
Austin, TX 78746
Attn: Gas Supply Manager

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

16. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates or terms of service apply to this Agreement (e.g., authorized overrun, unauthorized overrun, reservation charges for “out-of-zone” deliveries), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 16 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.

17. **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.

Issued on: April 14, 2015
Effective on: May 15, 2015
18. Upon the Effective Date of this Agreement, Shipper acknowledges that for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, do not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

19. **Creditworthiness:** Shipper shall demonstrate and maintain creditworthiness in the manner set forth below:

   (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 19(a); and (iii) the net present value of all anticipated charges under this Agreement, and all other service agreements that Shipper has with Transporter as of the Effective Date of this Agreement, is less than fifteen percent (15%) of Shipper's Tangible Net Worth. If Shipper has multiple service agreements with Transporter, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness. For purposes of this Paragraph 19(a), "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness.

   (b) If at any time during the term of this Agreement, the Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of Paragraph 19(a) in this Agreement, then for the time period that the Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of Paragraph 19(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Paragraph 19(c) of this Agreement. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in Paragraph 19(a).

   (c) If at any time during the term of this Agreement, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Paragraph 19(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement acceptable to Transporter, equal to two (2) years of the anticipated charges under this Agreement and issued by another person or entity which satisfies the creditworthiness standards set forth in Paragraph 19(a) in this Agreement; or (ii) an irrevocable letter of credit acceptable to Transporter equal to two (2) years of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

   (d) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, 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.
(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within thirty (30) days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(f) Notwithstanding any statement to the contrary set forth elsewhere in this Paragraph 19, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

TEXAS GAS SERVICE COMPANY,
A DIVISION OF ONE GAS, INC.

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

By ________________________________
Name ______________________________
Title ______________________________
Date ______________________________

By ________________________________
Will W. Brown
Director of Marketing

Date ______________________________

Issued on: April 14, 2015
Effective on: May 15, 2015
EXHIBIT A  
To The  
Hourly Firm Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: August 1, 2014

Effective Dates: See ¶10

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|---------------------|-------------------------------------------------------------|---------------------|-----------|---------|---------|-------|------|-----|------|-----|------|--------|----------|----------|----------|----------|
| EPLAT                                                      | 999006              | DSUG ELP                                                    | 216777              | NA        | 5,924   | 5,700   | 1,616 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 1,800   | 6,122    |
|                                                           |                     |                                                             |                     |           |         |         |       |       |      |      |      |      |        |          |          |          |          |
|                                                           |                     |                                                             |                     |           |         |         |       |       |      |      |      |      |        |          |          |          |          |

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

| TRANSPORTATION CONTRACT DEMAND | 5,924 | 5,700 | 1,616 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 1,800 | 6,122 |

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Issued on: April 14, 2015  
Effective on: May 15, 2015
EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: August 1, 2014

Effective Dates: See ¶10

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Issued on: April 14, 2015  Effective on: May 15, 2015
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<td>1,000 1,000 1,000 1,000 1,000 1,000</td>
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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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Issued on: April 14, 2015
Effective on: May 15, 2015
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Part VII: Non-Conforming
Section 46.2 - Texas Gas Service Company #H322A000 Exhibit B
Third Revised Volume No. 1A

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Texas Gas Service Company, a Division of ONE Gas, Inc. (Shipper)
Dated: August 1, 2014

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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶10</td>
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<td>(1a) (1d)</td>
<td>(1c) (1d)</td>
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</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-3 for service to the Texas rate zone; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 usage rates for the Texas rate zone as set out in Transporter's Tariff. The negotiated usage rate shall be $0.0000 per Dekatherm for the Texas rate zone.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 reservation rate for the Texas rate zone as set out in Transporter’s Tariff. The negotiated reservation rate for the Line No. 20121 Expansion Project shall be 10.9521 per Dekatherm per month for the Term of this Agreement, which shall be payable regardless of quantities transported. The negotiated reservation rate shall be applicable to the MDQ for the applicable rate zone for the listed D-Codes in Exhibit A including without limitation any meter added to those D-Codes regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code.

1c - All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1

Issued on: April 14, 2015
Effective on: May 15, 2015
November 22, 2013

Mr. John Soethe
Director -- Fuels
Salt River Project
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ  85072-2025

Dear Mr. Soethe:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for Salt River Project Agricultural Improvement and Power District (“SRP”) (EPNG and SRP are together referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT24R000, FT2W9000, H2225000, H222U000 and H8224000. EPNG also provides service to SRP under an operator point aggregation service agreement, Contract No. OA22G000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT24R000, FT2W9000, H2225000, H222U000 and H8224000 (the capacity of which will be consolidated into Contract No. H222T000), and Contract No. OA22G000 (to be replaced by Contract No. OA233000). Additionally, the Parties have or will execute an “Agreement for Transfer of the 39,000 Purchase Option” (hereinafter referred to as the “Transfer Agreement”). Contract No. H222T000, Contract No. OA233000 and the Transfer Agreement shall be collectively referred to herein as the “Contract Package.”

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and SRP (“Letter Agreement”) and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) January 1, 2014. The date this Letter Agreement becomes effective shall be referred to herein as the “Effective Date.” In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not
acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and SRP shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the agreements comprising the Contract Package.

4. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay SRP refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $2,154,029 for refunds in Docket No. RP08-426-000 calculated on a payment date of February 13, 2014. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to SRP regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $18,541,082 for refunds in Docket No. RP10-1398-000 calculated on a payment date of February 13, 2014. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which SRP may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 6 of this Letter Agreement, no refunds shall be paid, due or owing for any period commencing on or after the Effective Date based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”); provided, however, that for any period occurring prior to the Effective Date, all amounts paid under this Letter Agreement pursuant to Paragraph 4.b. shall serve as an offset against any refund amounts determined to be owed (if any) by EPNG to SRP in Docket No. RP10-1398-000 pursuant to this Paragraph 5. No refunds shall be paid, due or owing in association with Contract No. FT24R000. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the “Final Order”), such rates shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate.” Additionally, for the period prior to the Effective Date, the term “Final Reservation Rate” shall be the lower of a reservation rate determined in accordance with Article 11.2(b) of the 1996 Settlement by the Final Order, if any, or the maximum reservation rate determined by the Final Order. On and after the Effective Date, the term “Final Reservation Rate” shall be the maximum reservation rate determined by the Final Order. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows (subject to the offset discussed above):

   a. Contract No. FT2W9000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.0146 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly
reservation rate of $12.0146 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. FT2W9000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

b. Contract No. H8224000
i. If the Final Reservation Rate under the Eight Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as “Rate Schedule FTH-8”) in the Arizona rate zone is lower than the monthly reservation rate of $20.9875 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and a monthly reservation rate of $20.9875 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-8 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H8224000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

c. Contract No. H2225000
i. If the Final Reservation Rate under the Twelve Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as “Rate Schedule FTH-12”) in the Arizona rate zone is lower than the monthly reservation rate of $13.9917 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $13.9917 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final
Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H2225000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

d. Contract No. H222T000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $13.9917 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $13.9917 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate for FTH-12 service to the Arizona rate zone, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date of the Final Usage Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone; and

iii. Refunds, if any, associated with service under Contract No. H222T000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 that is not the Final Order, EPNG shall treat such order(s) as the Final Order for purposes of calculating and paying refunds to SRP due under this Paragraph 5 and shall pay those refunds when they are required to be paid by such order; provided, however, that EPNG’s obligation for additional refunds under this Paragraph 5 shall be subject to the final calculation based on the Final Order and EPNG shall retain the right to surcharge SRP to recover any amounts previously refunded that are greater than the amounts ultimately owed under the Final Order.

6. SRP agrees that beginning on the Effective Date, Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to SRP. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other agreement held at any time by SRP, its assignees or successor-in-interests.
7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects SRP’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

__________________________
Damon McEnaney

Salt River Project Agricultural Improvement and Power District

By___________________________
Name__________________________
Title___________________________
Date___________________________
Accepted and agreed to this ________ day of ________, 2013.

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

By___________________________
Name  Chris M. Meyer
Title   VP – Business Management
Date___________________________
Accepted and agreed to this ________ day of ________, 2013.

Issued on: November 25, 2013  Effective on: January 1, 2014
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Salt River Project Agricultural Improvement and Power District

Dated: June 1, 2017
Transportation Service Agreement
Rate Schedule FT-H
Dated: June 1, 2017

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

   Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   **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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions. Transporter and Shipper agree that the reservation charge credit provisions currently in Section 16 of the General Terms and Conditions of the Tariff as they may change from time to time shall apply to this Agreement.

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

8. **Negotiated Rate Agreement:** 
   Yes [X]  
   No

9. **Term of Agreement:**

   Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H222T000), Contract No. OA233000, the “Agreement for Transfer of the 39,000 Purchase Option” between Transporter and Shipper (collectively these three agreements are referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the “Letter Agreement”). Following FERC acceptance and/or approval of the Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first Day of the Month following such acceptance
and/or approval, or 2) January 1, 2014. The date this Agreement becomes effective shall be referred to herein as the “Effective Date.” If FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2027.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H222T000 originally dated January 1, 2014.

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

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<th>TCD (Dth/d)</th>
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<tr>
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<td>November – March (Winter)</td>
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<tr>
<td>230,000</td>
<td>April – October (Summer)</td>
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</table>

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

**To Shipper:**
Salt River Project Agricultural Improvement and Power District  
P.O. Box 52025  
Mail Station ISB661  
Phoenix, AZ 85072-2025  
Attn: Director Fuels (Notices)  
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)  
2727 East Washington Street  
Phoenix, AZ 85034-1403

**To Transporter:** See “Points of Contact” in the Tariff.
13. **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.

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; provided however, that any question concerning Shipper’s status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Shipper agrees that beginning on the Effective Date, Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to Shipper. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

By____________________________________
Name__________________________
Title__________________________
Date__________________________

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

By____________________________________
Name__________________________
Title__________________________
Date__________________________
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**Maximum Quantity - D-Code (Dth/d)**

**TRANSPORTATION CONTRACT DEMAND**

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**Ex. A-1**

**Shipper's Transportation Contract Demand:** See Paragraph 11
**EXHIBIT A**

To The

Hourly Firm Transportation Service Agreement

between

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

and Salt River Project Agricultural Improvement and Power District (Shipper)

Dated: January 16, 2020

**Effective Dates:** March 1, 2020 – March 31, 2027

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**Contract Meter Quantity (CMQ(s))**

| CONTRACT METER QUANTITY (CMQ(s)) | 150,000 | 150,000 | 150,000 | 230,000 | 230,000 | 230,000 | 230,000 | 230,000 | 230,000 | 230,000 | 230,000 | 150,000 | 150,000 |

Issued on: January 30, 2020

Effective on: March 1, 2020
(a) Sum total for Agua Fria meters.
(b) Sum total for Kyrene meters.

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2
## EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Salt River Project Agricultural Improvement and Power District (Shipper)

Dated: January 16, 2020

### Primary
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<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>As listed in Exhibit A</td>
<td>March 1, 2020 – March 31, 2027</td>
<td>(1a)</td>
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### Alternate
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<td>(1a) (1d)</td>
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<td></td>
<td>(1b)</td>
<td></td>
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Issued on: January 30, 2020

Effective on: March 1, 2020
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-12 reservation rates as they are set forth in Transporter’s Tariff during the entirety of the term of this Agreement. The reservation rate shall be $13.9917 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-12 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.

1b - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1c - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

1d - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

Salt River Project Agricultural Improvement and Power District

Dated:  April 1, 2016
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
Dated: April 1, 2016

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**: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

3. **Applicable Tariff**: Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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 Agreement**: Beginning: April 1, 2016
   Ending: March 31, 2017
   (This primary term shall not be for a period longer than one year.)

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, 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. **Effect on Prior Agreement(s)**: When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA233000 dated March 1, 2015.
8. **Notices and Statements:**

To DP Operator: Salt River Project Agricultural Improvement and Power District  
P.O. Box 52025  
Mail Station ISB250  
Phoenix, AZ 85072-2025  
Attn: Manager Supply & Trading (Notices)  
Manager Power Accounting Services (Invoices)

To Transporter: See “Points of Contact” in the Tariff.

9. **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.

10. **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; provided however, that any question concerning DP Operator’s status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. 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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

---

**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

By________________________________________  
Name______________________________________  
Title_______________________________________  
Date_______________________________________

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

By________________________________________  
Timothy C Dorpinghaus  
Director-Commercial  

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

Part VII: Non-Conforming
Section 49.1 - Salt River Project #OA237000 Exhibit A
Version 2.0.0

Agreement No. OA237000

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.”

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Maximum Hourly Obligation ("MHO")

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Issued on: March 21, 2016
Effective on: April 1, 2016
*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

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</table>
Ms. Shantel Norman  
Texas Gas Service Company,  
a division of ONE Gas, Inc.  
1301 South Mopac Expressway, Suite 400  
Austin, TX  78746  

Re: Letter Agreement  

Dear Shantel  

El Paso Natural Gas Company, L.L.C. (“EPNG”) currently transports natural gas for Texas Gas Service Company, a division of ONE Gas, Inc. (“TGS”) (EPNG and TGS are individually referred to herein as Party and jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT3AG000, FT3AK000, FT254000, H3223000, H8229000 and also provides service to TGS under an operator point aggregation service agreement, Contract No. OA22W000. This letter agreement (“Letter Agreement”), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure TGS’ and EPNG’s transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed or will execute agreements that, when effective, will supersede and cancel Contract No. FT3AG000 (the capacity of which will be included in Contract Nos. FT3CP000 and H322B000), Contract Nos. FT3AK000, FT254000, H3223000 and H8229000 (the capacity of which will be consolidated into Contract No. H322B000) and Contract No. OA22W000 (to be replaced by Contract No. OA232000). Additionally, as discussed in Paragraph 2 below, the Parties have executed or will execute a transportation service agreement that requires under specified conditions the construction of facilities (“New Facilities”) and transportation service associated with those New Facilities. That firm transportation service agreement will be referred to herein as Contract No. H322A000. Contract Nos. FT3CP000, H322B000, H322A000 (described below) and OA232000 shall be collectively referred to herein as the “Contract Package”.

2. On May 30, 2014, TGS submitted a successful bid for capacity pursuant to an Open Season conducted by EPNG for (a) the proposed expansion of EPNG’s lateral Line No. 20121 by up to 33,000 Dth/day of FTH-3 equivalent capacity to a new TransMountain delivery point and the existing Three Hills delivery point (“Line No. 20121 Expansion Project”) and (b) Seasonal Summer Mainline Capacity. In the respective agreements, the Parties have agreed that a portion of the transportation service on the Line No. 20121 Expansion Project (“Line No. 20121 Expansion Capacity”) will be included in Contract No. H322A000, and that TGS’ new Contract No. H322B000 will include the remaining portion of the Line No. 20121 Expansion Capacity and the transportation service for the Seasonal Summer Mainline Capacity. At the end of the term of
Contract No. H322A000, TGS will have no further obligations to EPNG for the costs included in any incremental reservation rate, if any exists, for the Line No. 20121 Expansion Project, but will be obligated to pay any other applicable rates or surcharges that include the costs of the Line No. 20121 Expansion Project approved for inclusion in EPNG’s rates by the Federal Energy Regulatory Commission (“FERC”). Furthermore, the Parties expressly waive any contingencies of final management approval contained in the Open Season (Notice ID 13714) or any bid submitted and accepted upon the execution by both Parties of the contract for the capacity related to the Open Season (i.e., Contract Nos. H322A000 and H322B000).

3. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and TGS and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the FERC for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

4. This Letter Agreement shall become effective (“Effective Date”) on the later of: (a) August 1, 2014; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition (other than an acceptable condition (“Acceptable Condition”) as defined in this Paragraph 4); or (c) the Modification Date as defined in this Paragraph 4. “Acceptable Condition” in this Letter Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on EPNG providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project and/or the date Contract No. H322A000 goes into effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, EPNG and TGS shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

5. Refunds shall be paid under this Letter Agreement are as follows:
   a. Pursuant to Paragraph 10, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”).
   b. No refunds or interest (or any other relief) shall be due or paid by EPNG to TGS of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root
c. For the period April 1, 2011 through the termination date of Contract Nos. FT3AG000, FT3AK000, FT254000, H3223000, and H8229000, no refunds or interest (or any other relief) shall be due or paid by EPNG to TGS of any kind associated with Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the “Final Order”), the final rates that will be in effect on September 15, 2011 until the date any rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the “Final Refund Rates.” To the extent any prospective-period rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as “Final Prospective Rates.” Refunds associated with Docket No. RP10-1398-000 for rates paid after the effective date of Contract Nos. FT3CP000 and H322B000, if any, shall be as follows:

i. In the event any of the Final Refund Rates established in Docket No. RP10-1398-000 are lower than the corresponding reservation or usage rates in Contract Nos. FT3CP000 or H322B000, EPNG shall pay TGS refunds associated with the difference between those Final Refund Rates and the rates set forth in Contract Nos. FT3CP000 or H322B000 from the effective date of those agreements until the date any Final Prospective Rates go into effect. If there are no Final Prospective Rates (i.e., should EPNG file an intervening rate case) and the applicable Final Refund Rates are lower than the rates set forth in Contract Nos. FT3CP000 or H322B000, EPNG shall pay TGS refunds associated with any difference between the lower applicable Final Refund Rates and the rates set forth in Contract Nos. FT3CP000 or H322B000 from the effective date of those agreements until the date any superseding rates go into effect.

ii. For any “out-of-zone” deliveries, refunds for the associated usage and reservation charges, if any, shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Refund Rates or Final Prospective Rates.

d. Notwithstanding anything in sub-Paragraphs 5.b. and c. above, Paragraphs 7, 8 and 10 below, Paragraph 18 in Contract No. H322A000, Paragraph 15 in Contract No. H322B000, or Paragraph 15 in Contract No. FT3CP000, if EPNG provides notice under Paragraph 12 of Contract No. H322A000 to terminate that agreement, EPNG will provide refunds to TGS for Docket No. RP08-426-000 and for the period April 1, 2011 until the Effective Date for Docket No. RP10-1398-000 to the extent determined by, and in accordance with, FERC orders subject to any court review. Only for the purposes of clarity, other than the payment of refunds under this sub-Paragraph 5.d., the notice by EPNG under Paragraph 12 of Contract No. H322A000 to terminate that Agreement shall not otherwise diminish the effect of Paragraphs 7, 8, and 10 below, or Paragraph 18 in Contract No. H322A000, Paragraph 15 in Contract No. H322B000, or Paragraph 15 in Contract No. FT3CP000.

6. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date, which order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and pay those refunds when they are
paid in Docket No. RP10-1398-000; provided, however, that EPNG’s obligation for refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge TGS to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.

7. TGS expressly hereby waives and relinquishes any rights to seek rehearing of the orders issued by FERC in Docket No. RP13-787-000, including without limitation the order issued on July 2, 2013, or to petition any court for review of any order in that proceeding. TGS shall withdraw any pending request for rehearing or petition for court review of those orders within ten (10) Business Days of the Effective Date. TGS further agrees it will not in any manner assist or support any effort by anyone to file or pursue such a rehearing request or petition for review.

8. TGS also expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any related proceedings (“Related Proceedings”). TGS shall withdraw any pending pleadings including without limit any requests for rehearing in those or related proceedings within ten (10) business days of the Effective Date. TGS further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding this Paragraph 8, TGS shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, an issue that has not been raised previously by the Commission or the participants in that proceeding would potentially shift material costs to TGS from other shippers in rates that may be applicable to TGS at the expiration of its Contract Nos. FT3CP000, H322A000 and H322B000. Issues previously raised by the Commission or participants include without limitation any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms conditions of its Tariff to which the Commission denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.

9. EPNG believes that transportation between the primary receipt and primary delivery points on Contract No. H322A000 will not consume fuel based on EPNG’s current system facilities. To the extent that remains the case, EPNG will use good-faith and commercially reasonable efforts to file thirty (30) days prior to the in-service date of the New Facilities a tariff record(s) proposing to modify Section 13.4 of the General Terms and Conditions of the Third Revised Volume No. 1A of the FERC Gas Tariff to establish the segment between the primary receipt point and primary delivery point of Contract No. H322A000 as a no-fuel segment. EPNG will use good-faith and commercially reasonable efforts to support and defend its proposal to establish the segment between the primary receipt point and primary delivery points of Contract No. H322A000 as a no-fuel segment.
10. Upon the Effective Date of this Letter Agreement, TGS agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to TGS. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or may be held at any time by TGS, its predecessors-in-interest, assignees or successor-in-interests.

11. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

12. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

13. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 12, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

14. The Parties agree that after the Effective Date, changes to terms of this Letter Agreement proposed by either Party shall be subject to the more rigorous application of the statutory “just and reasonable” standard of review that is often characterized as the Mobile-Sierra “public interest” standard.

If this Letter Agreement reflects TGS’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

______________________________
Cathy A. Bullf

Texas Gas Service Company, a division of ONE Gas, Inc.

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

Signature: ____________________________  Signature: ____________________________
Name: ______________________________  Name: Chris M. Meyer
Title: ______________________________  Title: Vice President, Business Management
Date: ______________________________  Date: ______________________________
Firm Transportation Service Agreement  
Rate Schedule FT-1  

between  

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

and  

Texas Gas Service Company, a division of ONE Gas, Inc.  

Dated: August 1, 2014
Transportation Service Agreement
Rate Schedule FT-1
Dated: August 1, 2014

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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No________

9. **Term of Agreement:**
Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. FT3CP000), Contract No. H322B000, Contract No. H322A000, and Contract No. OA232000 (collectively referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: 1) August 1, 2014, or 2) the first day of the month after FERC accepts and/or approves the Letter Agreement, and each of the agreements comprising the Contract Package in their entirety and without modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 9), or 3) the Modification Date as defined in this Paragraph 9. “Acceptable Condition” in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes in to effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising
the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package, without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on July 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT3AG000 originally dated September 1, 2013.

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

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<td>7,808</td>
<td>November</td>
</tr>
<tr>
<td>52,641</td>
<td>December</td>
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12. **Notices, Statements, and Bills:**

**To Shipper:** Texas Gas Service Company, a division of ONE Gas, Inc. 
1301 South Mopac Expressway, Suite 400 
Austin, TX 78746 
Attn: Gas Supply Manager

**To Transporter:** See “Points of Contact” in the Tariff.
13. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates and terms of service apply to this Agreement (e.g., unauthorized overrun, authorized overrun and reservation charges for “out-of-zone deliveries”), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 13 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.

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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**TEXAS GAS SERVICE COMPANY,**
A DIVISION OF ONE GAS, INC.

By____________________________
Name_________________________
Title__________________________
Date__________________________

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

By____________________________________
Name_________________________
Title__________________________
Date__________________________

Will W. Brown
Director of Marketing

**Issued on: July 1, 2014** **Effective on: August 1, 2014**
EXHIBIT A  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company (Transporter)  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: August 1, 2014

Effective Dates: See ¶9

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<th>Primary Receipt Point(s) / Location(s) / (Scheduling Code(s))</th>
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<th>Primary Delivery Point(s) / Location(s) / (Scheduling Code(s))</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Issued on: July 1, 2014  
Effective on: August 1, 2014
El Paso Natural Gas Company, L.L.C.

FERC Gas Tariff

Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 51.1 - Texas Gas Service Company #FT3CP000 Exhibit A
Version 0.0.0

Agreement No. FT3CP000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company (Transporter)
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: August 1, 2014

Effective Dates: See ¶9

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Issued on: July 1, 2014
Effective on: August 1, 2014
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| CONTRACT METER QUANTITY (CMQ(s)) | 52,559 | 54,159 | 6,600 | 3,300 | 1,980 | 943   | 943   | 943   | 1,320 | 3,300 | 6,600 | 51,433 |

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1
**EXHIBIT B**  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company (Transporter)  
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)  
Dated: August 1, 2014

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<th>Primary Receipt Point(s)</th>
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<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
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<th>Surcharges 3/</th>
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Ex. B-1

Issued on: July 1, 2014  
Effective on: August 1, 2014
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company (Transporter)
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: August 1, 2014

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1 for service to the Production Area rate zone and Texas rate zone; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the Production Area rate zone and Texas rate zone as set out in Transporter’s Tariff. The negotiated usage rate shall be $0.0032 per Dekatherm for the Production Area rate zone and $0.0138 per Dekatherm for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum FT-1 usage rates that will be in effect on September 15, 2011 until the date any usage rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the “Final Refund Usage Rates.” To the extent any final prospective-period non-Article 11.2 maximum FT-1 usage rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as “Final Prospective Usage Rates.” If the applicable Final Prospective Usage Rates are lower than the stated rates in this Agreement, the lower applicable Final Prospective Usage Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Usage Rates through the termination date of this Agreement. If there are no Final Prospective Usage Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Usage Rates are lower than the stated rates in this Agreement, the applicable Final Refund Usage Rate shall become the new negotiated rate for the applicable service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated usage rates set out in this Agreement, except as otherwise specified in this Exhibit B.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rates for the Production Area rate zone and Texas rate zone as set out in Transporter’s Tariff. The negotiated reservation rate shall be $3.3829 per Dekatherm per month for the Production Area rate zone and $8.8950 per Dekatherm per month for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum reservation rates in Docket No. RP10-1398-000 (the “Final Order”), the final non-Article 11.2 maximum reservation rates that will be in effect on September 15, 2011 until the date any reservation rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the “Final Refund Reservation Rates.” To the extent any final prospective-period non-Article 11.2 maximum reservation rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as “Final Prospective Reservation Rates.” If the applicable Final Prospective Reservation Rates are lower than the stated rates in this Agreement, the lower applicable Final Prospective Reservation Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Reservation Rates through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated reservation rates set out in this Agreement, except as otherwise specified in this Exhibit B.
the termination date of this Agreement. If there are no Final Prospective Reservation Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Reservation Rates are lower than the reservation rates set forth in this Agreement, the applicable Final Refund Reservation Rate shall become the new negotiated rate for the applicable service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated reservation rates set out in this Agreement, except as otherwise specified in this Exhibit B. The negotiated reservation rate shall be applicable to the MDQ for the applicable rate zone for the listed D-Codes in Exhibit A including without limitation any meter added to those D-Codes regardless of whether any CMQ is changed consistent with the MDQ in this Agreement for such D-Code. The negotiated reservation rate shall be applicable to newly constructed meters within a new or existing D-Code in the delivery rate zones identified herein for deliveries to facilities only for the local distribution of natural gas to Shipper's traditional service territories as of June 1, 2014.

1c - All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Texas Gas Service Company, a division of ONE Gas, Inc.

Dated: August 1, 2014
Transportation Service Agreement
Rate Schedule FT-H
Dated: August 1, 2014

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:** TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. **Firm Hourly Transportation Service:** Three Hour Enhanced "FTH-3"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

7. **Exhibits:** Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**
Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H322B000), Contract No. FT3CP000, Contract No. H322A000, and Contract No. OA232000 (collectively referred to herein as the “Contract Package”), and a letter agreement between Transporter and Shipper (referred to herein as the “Letter Agreement”). This Agreement shall become effective (“Effective Date”) on the later of: 1) August 1, 2014, 2) the first day of the month after FERC accepts and/or approves the Letter Agreement, and each of the agreements comprising the Contract Package in their entirety and without modification or condition (other than an acceptable condition (“Acceptable Condition”) as defined in this Paragraph 9), or 3) the Modification Date as defined in this Paragraph 9. “Acceptable Condition” in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as...
defined in Paragraph 11 of this Agreement) and/or the date Contract No. H322A000 goes in to effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing ("Modification Date"). If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package, without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on July 31, 2024.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties:
Agreement No. FT3AG000 originally dated September 1, 2013,
Agreement No. FT3AK000 originally dated September 1, 2013,
Agreement No. FT254000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009,
Agreement No. H3223000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009; and
Agreement No. H8229000 originally dated June 1, 2006 and last amended and restated by agreement dated January 1, 2009.

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

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Issued on: July 1, 2014
Effective on: August 1, 2014
* Shipper and Transporter acknowledge and agree that part of the consideration for this Agreement is Transporter’s construction of additional facilities in order to provide transportation service for Shipper including, but not limited to, up to four (4) miles of pipeline at or near the intersection of Transporter’s Line Nos. 1600, 1103 and 1100 with Line Nos. 2034, 2058 and 20121 and metering facilities at Transmountain Road ("New Facilities") and any modifications to the existing Three Hills Metering facilities to deliver contracted quantities to that meter. Three (3) days following the date that the New Facilities are completed and ready for service and Transporter has received all necessary approvals and permissions to use the facilities for service in a form and substance satisfactory to Transporter in its sole discretion (referred to hereinafter as "Service Date") the Transmountain metering facility will become a delivery meter under this Agreement. If Transporter provides notice under Paragraph 12 of Contract No. H322A000 to terminate that agreement, then the TCDs set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day starting on the first Day of the month following that notice, and continuing through the termination of this Agreement. Additionally, if Transporter has not filed a petition for the construction, maintenance, operation and ownership of the New Facilities under section 7(c) of the Natural Gas Act and has not placed the New Facilities in service by April 1, 2016, then the TCD set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day from that date through the date immediately preceding the day the New Facilities are placed in service. If, however, Transporter files a petition for the construction, maintenance, operation and ownership of the New Facilities under section 7(c) of the Natural Gas Act and has not placed the New Facilities in service by April 1, 2017, then the TCD set forth above for the months of April through October shall be reduced by nine thousand (9,000) dekatherms per day from that date through the date immediately preceding the day the New Facilities are placed in service. For avoidance of doubt, the TCDs subject to this paragraph are denoted with asterisks.

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

To Shipper: Texas Gas Service Company, a division of ONE Gas, Inc.
1301 South Mopac Expressway, Suite 400
Austin, TX  78746
Attn: Gas Supply Manager

To Transporter: See “Points of Contact” in the Tariff.

13. **Changes in Rates and Terms:** In light of the negotiated rates detailed in Exhibit B hereto, Transporter shall have the right to propose to the FERC changes in its generally applicable rates and terms of service. To the extent such rates or terms of service apply to this Agreement (e.g., unauthorized overrun, authorized overrun and reservation charges for “out-of-zone deliveries”), such changes shall be deemed to include those 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; provided, however, Transporter shall not have the right under this Paragraph 13 to propose to FERC changes to the specific negotiated rates detailed in notes 1a and 1b of Exhibit B of this Agreement.

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.

Issued on: July 1, 2014  Effective on: August 1, 2014
15. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.  

By___________________________________  
Name_________________________________  
Title_________________________________  
Date__________________________

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

By___________________________________  
Will W. Brown  
Director of Marketing  

Date__________________________
EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: March 1, 2018

Shipper’s Transportation Contract Demand: See ¶11
Effective Dates: March 1, 2018 – March 31, 2018

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

| TRANSPORTATION CONTRACT DEMAND | 185,409 |

Ex. A-1

Issued on: February 28, 2018

Effective on: March 1, 2018
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff Section 52.1
Texas Gas Service Company #H322B000 Exhibit A
Version 3.0.0

Exhibit A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: March 1, 2018

Shipper’s Transportation Contract Demand: See ¶11
Effective Dates: April 1, 2018 - July 31, 2024

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

TRANSPORTATION CONTRACT DEMAND

| Ex. A-2 |

Issued on: February 28, 2018

Effective on: March 1, 2018
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 52.1 - Texas Gas Service Company #H322B000 Exhibit A
Version 3.0.0

Agreement No. H322B000

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: March 1, 2018

Effective Dates: February 1, 2018 - July 31, 2024

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Issued on: February 28, 2018
Effective on: March 1, 2018
| Gate #3         | DSUG ELP 301057 47759 TransMountain | 17,076 | 17,300 | 21,384 | 9,000 | 9,000 | 9,000 | 9,000 | 9,000 | 9,000 | 21,200 | 16,878 |
| DSUG ELP 301057 331894 Three Hills   | 21,099 | 21,100 | 16,687 | 3,561 | 999   | 3,119 | 16,687 | 21,100 | 300   |
| DSUG EPE 301060 320280 Signal Peak   | 683    | 865    | 672    | 386   | 409   | 471   | 474    | 734    | 466   | 626    | 684    | 348    |
| DSUG EPE 301060 320951 Dell City      | 17     | 1,135  | 1,828  | 2,114 | 2,591 | 2,529 | 2,526  | 2,266  | 2,534 | 1,874  | 16     | 352    | 175    |
| DSUG EPE 301060 330041 Dell City      | 6,480  | 6,480  | 6,480  | 3,240 | 1,944 | 926   | 926    | 926    | 1,296 | 3,240  | 6,480  | 6,480  | 435    | 960    |
| DSUG EPE 301060 331422 MLT Signal Peak| 1,620  | 1,620  | 1,620  | 810   | 486   | 231   | 231    | 231    | 324   | 810    | 1,620  | 1,620  |
| DSUG PAN 301065 314892 Buna Vista Meter Station | 6,480  | 6,480  | 6,480  | 3,240 | 1,944 | 926   | 926    | 926    | 1,296 | 3,240  | 6,480  | 6,480  | 435    | 960    |
| DSUG PAN 301065 331653 Borger          | 30,794 | 30,794 | 30,794 | 18,184 | 92,550 | 49,430 | 38,157 | 38,157 | 38,157 | 38,620 | 85,550 | 180,000 | 200,845 |

**CONTRACT METER QUANTITY (CMQ(s))**

Ex. A-3
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.

Ex. A-4
EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: May 10, 2018

<table>
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<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>March 1, 2018 – July 31, 2024</td>
<td>(1b) (1d)</td>
<td>(1a) (1d)</td>
<td>(1c) (1d)</td>
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<th>Alternate Delivery Point(s) / Location(s)</th>
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<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel /2</th>
<th>Surcharges 3/</th>
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<td>(1a) (1d)</td>
<td>(1c) (1d)</td>
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Ex. B-1

Issued on: May 16, 2018

Effective on: May 19, 2018
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 52.2 - Texas Gas Service Company #H322B000 Exhibit B
Version 5.0.0

Agreement No. H322B000

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: May 10, 2018

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
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<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>March 1, 2018 – July 31, 2024</td>
<td>(1b) (1d)</td>
<td>(1a) (1d)</td>
<td>(1c) (1d)</td>
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</table>

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<th>Alternate Receipt Point(s) / Location(s)</th>
<th>Alternate Delivery Point(s) / Location(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
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<td>DSUG EPE</td>
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Ex. B-2

Issued on: May 16, 2018  Effective on: May 19, 2018
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-3 for service to the Texas rate zone; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 usage rates for the Texas rate zone as set forth in Transporter's Tariff. The negotiated usage rate shall be $0.0152 per Dekatherm for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum Texas FTH-3 usage rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum Texas FTH-3 usage rate that will be in effect on September 15, 2011 until the date that Texas usage rate in Docket No. RP10-1398-000 is superseded shall be referred to herein as the "Final Refund Usage Rates." To the extent any final prospective-period non-Article 11.2 maximum Texas FTH-3 usage rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Usage Rates." If the applicable Final Prospective Usage Rates are lower than the stated Texas usage rates in this Agreement, the lower applicable Final Prospective Usage Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Usage Rates through the termination date of this Agreement. If there are no Final Prospective Usage Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Usage Rates are lower than the stated Texas usage rates in this Agreement, the applicable Final Refund Usage Rate shall become the new negotiated usage rate for the service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated usage rates set out in this Agreement, except as otherwise specified in this Exhibit B.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-3 reservation rates for the Texas rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $9.7845 per Dekatherm per month for the Texas rate zone. When FERC issues an order no longer subject to rehearing and appeal establishing the final non-Article 11.2 maximum Texas FTH-3 reservation rates in Docket No. RP10-1398-000 (the "Final Order"), the final non-Article 11.2 maximum Texas FTH-3 reservation rates that will be in effect on September 15, 2011 until the date that maximum Texas FTH-3 reservation rate in Docket No. RP10-1398-000 is superseded shall be referred to herein as the “Final Refund Reservation Rates.” To the extent any final prospective-period non-Article 11.2 maximum Texas FTH-3 reservation rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as “Final Prospective Reservation Rates.” If the applicable Final Prospective Reservation Rates are lower than the stated reservation rates in this Agreement, the lower applicable Final Prospective Reservation Rates shall become the negotiated rate for the applicable service provided in this Agreement upon the effective date of the lower applicable Final Prospective Reservation Rates through the termination date of this Agreement. If there are no Final Prospective Reservation Rates (i.e., should Transporter file an intervening rate case) and the applicable Final Refund Reservation Rates are lower than the reservation rates set forth in this Agreement, the applicable Final Refund Reservation Rate shall become the new negotiated rate for the service provided in this Agreement through the termination date of this Agreement. In no event will Shipper pay to Transporter more than the stated negotiated reservation rates set out in this Agreement, except as otherwise specified in this Exhibit B.

1c - All Authorized Overrun Rates shall be applied pursuant to the Transporter's Tariff.

1d - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C.
and Texas Gas Service Company, a division of ONE Gas, Inc. (Shipper)
Dated: May 10, 2018

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

Texas Gas Service Company, a division of ONE Gas, Inc.

Dated: August 1, 2014
**Operator Point Aggregation Service Agreement**

*Rate Schedule OPAS*

*Dated: August 1, 2014*

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: TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.**

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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.

**Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. OA232000), Contract No. H322B000, Contract No. H322A000, and Contract No. FT3CP000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: 1) August 1, 2014, or 2) the first day of the month after FERC accepts and/or approves the Letter Agreement, and each of the agreements comprising the Contract Package in their entirety and without modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 6), or 3) the Modification Date as defined in this Paragraph 6. "Acceptable Condition" in this Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000...
individually or of the Letter Agreement and the Contract Package collectively on Transporter providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project (as defined in the Letter Agreement) and/or the date Contract No. H322A000 goes into effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing (“Modification Date”). If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package, without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

The end date will be one (1) year from the effective begin date of this Contract as defined above. The primary term shall not be for a period longer than one year.

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, 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. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA22W000 dated April 1, 2013.

8. **Notices and Statements:**

   **To DP Operator:** Texas Gas Service Company, a division of ONE Gas, Inc.
   1301 South Mopac Expressway, Suite 400
   Austin, TX  78746
   Attn: Gas Supply Manager

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

9. **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.

10. **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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

TEXAS GAS SERVICE COMPANY,  
A DIVISION OF ONE GAS, INC.

By__________________________  
Name__________________________  
Title__________________________  
Date__________________________

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

By____________________________________  
Will W. Brown  
Director of Marketing  

Date______________________________
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".

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Issued on: July 1, 2014  Effective on: August 1, 2014
*Conditions:  None

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EXHIBIT A

To The Operator Point Aggregation Service Agreement between
El Paso Natural Gas Company, L.L.C. (Transporter) and
Texas Gas Service Company, a division of ONE, Gas Inc. (DP Operator)
Dated: August 1, 2014

Pre-Expansion Primary Maximum Hourly Obligation ("MHO")

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Issued on: July 1, 2014
Effective on: August 1, 2014
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Part VII: Non-Conforming  
Third Revised Volume No. 1A  
Section 54.1 - Texas Gas Service Company #OA232000 Exhibit A  
Version 0.0.0  

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*Conditions: None
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 54.1 - Texas Gas Service Company #OA232000 Exhibit A
Version 0.0.0

Agreement No. OA232000

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Texas Gas Service Company, a division of ONE Gas Inc. (DP Operator)
Dated: August 1, 2014

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”.

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Effective on: August 1, 2014
FERC Gas Tariff
Section 54.1 - Texas Gas Service Company #OA232000 Exhibit A
Third Revised Volume No. 1A

Agreement No. OA232000

EXHIBIT A

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El Paso Natural Gas Company, L.L.C. (Transporter)
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Dated: August 1, 2014

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| DSUG PAN   | 31653 | 507| 507| 507 | 254 | 152 | 73  | 73  | 73  | 102 | 254 | 425| 507|

*Conditions: None*
July 16, 2014

Mr. Terry Howard  
City of Plains, Texas  
Post Office Box 550  
Plains, TX  79355

Dear Terry:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Plains, Texas (“Plains”) (EPNG and Plains are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZE pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZE (to be replaced by Contract No. FX225000) and will provide Plains with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX225000, EPNG shall file this Letter Agreement and Contract No. FX225000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX225000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX225000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX225000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX225000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX225000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Plains shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX225000.
4. Upon the effective date of this Letter Agreement, Plains agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Plains. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Plains, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Plains hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Plains further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Plain’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________________
Joshua C. Genz

CITY OF PLAINS, TEXAS

By________________________
Name________________________
Title________________________
Date________________________
Accepted and agreed to this
_______ day of July, 2014.

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

By________________________
Name Will W. Brown
Title Director of Marketing
Date________________________
Accepted and agreed to this
_______ day of July, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of October, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and CITY OF PLAINS, TEXAS, a Texas corporation, hereinafter referred to as “Shipper”

WHEREAS,
El Paso owns and operates a natural gas transmission system; and

WHEREAS. Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Yoakum County, Texas; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission's Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.

(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of $0.3176 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$0.3208</td>
</tr>
</tbody>
</table>
The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper's entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZE originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments
Shipper: City of Plains, Texas  
Post Office Box 550  
Plains, Texas 79355  
Attention: Terry Howard

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________________
Title____________________________________

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

By____________________________________
Will W. Brown
Director of Marketing
Title____________________________________

ATTEST:

By____________________________________
Title____________________________________

CITY OF PLAINS, TEXAS

By____________________________________
Title____________________________________
EXHIBIT A

To The
Transportation Service Agreement
Dated October 1, 2014
Between El Paso Natural Gas Company, L.L.C. and CITY OF PLAINS, TEXAS

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>216748 - BLANCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216747 - BONDAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340827 - BONDADST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340828 - RIOVISTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: October 1, 2014.

B. Supersedes Exhibit A Effective: XXXX.

CITY OF PLAINS, TEXAS

By___________________________________
Date__________________________

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

By Will W. Brown
Director of Marketing

Date_________________________________

EXHIBIT B
To The Transportation Service Agreement
Dated October 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF PLAINS, TEXAS

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>126024 - DPLNSDIS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meters</th>
<th>Minimum Delivery Pressure (psig)</th>
<th>Maximum Delivery Pressure (psig)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30662 – Plains City Gate</td>
<td></td>
<td>200</td>
</tr>
</tbody>
</table>

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: October 1, 2014.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF PLAINS, TEXAS

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

By ___________________________________  By ______________________________        
Will W. Brown
Director of Marketing

Date _______________________________  Date _______________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated October 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF PLAINS, TEXAS

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso’s Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: X X X X X
B. Supersedes Exhibit C Effective: X X X X X

CITY OF PLAINS, TEXAS

By__________________________________________ Date______________________________

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

By__________________________________________ Date______________________________

Issued on: September 12, 2014
Effective on: October 1, 2014
July 16, 2014

Mrs. Brenda Shaw  
City of Morton, Texas 
201 East Wilson Street 
Morton, TX  79346

Dear Brenda:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Morton, Texas (“Morton”) (EPNG and Morton are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZT pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZT (to be replaced by Contract No. FX226000) and will provide Morton with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX226000, EPNG shall file this Letter Agreement and Contract No. FX226000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX226000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX226000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX226000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX226000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX226000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Morton shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX226000.
4. Upon the effective date of this Letter Agreement, Morton agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Morton. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Morton, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Morton hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Morton further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Morton’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

___________________________
Joshua C. Genz

CITY OF MORTON, TEXAS

By__________________________
Name_________________________
Title__________________________
Date__________________________
Accepted and agreed to this ______ day of July, 2014.

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

By__________________________
Name Will W. Brown
Title Director of Marketing
Date__________________________
Accepted and agreed to this ______ day of July, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of October, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and CITY OF MORTON, TEXAS, a Texas corporation, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Hockley County, Texas; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso’s Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper’s Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper’s full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper’s Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.

(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of $0.3176 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$0.3208</td>
</tr>
</tbody>
</table>
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso’s Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission’s Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZT originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments
or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________
Title__________________________

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

By____________________________
Title__________________________

Will W. Brown
Director of Marketing

ATTEST:

CITY OF MORTON, TEXAS

By____________________________
Title__________________________

By____________________________
Title__________________________
**EXHIBIT A**

To The  
Transportation Service Agreement  
Dated October 1, 2014  
Between El Paso Natural Gas Company, L.L.C.  
and CITY OF MORTON, TEXAS

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>216748 - BLANCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216747 - BONDAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340827 - BONDADST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340828 - RIOVISTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. **Effective Date of this Exhibit A:** October 1, 2014.

B. **Supersedes Exhibit A Effective:** XXXX.

CITY OF MORTON, TEXAS  

By_________________________________  

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

By_________________________________  

Will W. Brown  
Director of Marketing

Date_________________________________  

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

Part VII: Non-Conforming
Section 58.2 - City of Morton, Texas #FX226000 Exhibit B
Version 0.0.0

Agreement No. FX226000

EXHIBIT B

To The
Transportation Service Agreement
Dated October 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF MORTON, TEXAS

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
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</thead>
<tbody>
<tr>
<td>23370 - DMORTDIS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meters</th>
<th>Minimum Delivery Pressure (psig)</th>
<th>Maximum Delivery Pressure (psig)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30727 – Morton City Gate</td>
<td></td>
<td>250</td>
</tr>
</tbody>
</table>

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: October 1, 2014.

B. Supersedes Exhibit B Effective: XXXX______.

CITY OF MORTON, TEXAS
EL PASO NATURAL GAS COMPANY, L.L.C.

By___________________________________  By___________________________________
Will W. Brown
Director of Marketing

Date_________________________________  Date_________________________________

Issued on: September 12, 2014
Effective on: October 1, 2014
EXHIBIT C

To The
Transportation Service Agreement
Dated October 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF MORTON, TEXAS

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

CITY OF MORTON, TEXAS

By X X X X X

Date

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

By X X X X X

Date
October 8, 2014

Mrs. Toni Bohlar
City of McLean, Texas
Post Office Box 9
McLean, TX  79057

Dear Toni:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of McLean, Texas (“McLean”) (EPNG and McLean are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZM pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZM (to be replaced by Contract No. FX223000) and will provide McLean with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX223000, EPNG shall file this Letter Agreement and Contract No. FX223000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX223000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX223000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX223000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX223000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX223000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and McLean shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX223000.
4. Upon the effective date of this Letter Agreement, McLean agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to McLean. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by McLean, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, McLean hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. McLean further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of a any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects McLean’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

___________________________
Joshua C. Genz

CITY OF MCLEAN, TEXAS

By___________________________
Name_________________________
Title__________________________
Date__________________________
Accepted and agreed to this
__________ day of October, 2014.

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

By___________________________
Name Will W. Brown
Title Director of Marketing
Date__________________________
Accepted and agreed to this
__________ day of October, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and MCLEAN, TEXAS, CITY OF, a Texas corporation, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Gray County, Texas; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.

(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of $0.3176 per Dekatherm (“Dth”) per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:

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<thead>
<tr>
<th>YEAR</th>
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<tbody>
<tr>
<td>2015</td>
<td>$0.3208</td>
</tr>
</tbody>
</table>

Issued on: October 31, 2014
Effective on: December 1, 2014
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZM originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments
or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________________  By____________________________________

Title___________________________________  Title___________________________________

ATTEST:

By____________________________________  By____________________________________

Title___________________________________  Title___________________________________

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

Will W. Brown
Director of Marketing

MCLEAN, TEXAS, CITY OF
EXHIBIT A

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and MCLEAN, TEXAS, CITY OF

<table>
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<th>Delivery Pressure(s) (psig)*</th>
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* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: **December 1, 2014.**

B. Supersedes Exhibit A Effective: **XXXX**.

MCLEAN, TEXAS, CITY OF

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

By____________________________________  By____________________________________

Will W. Brown
Director of Marketing

Date___________________________________  Date___________________________________
EXHIBIT B

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C. and MCLEAN, TEXAS, CITY OF

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<th>Delivery Point(s)</th>
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<td>Emergency Tap #2</td>
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Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. **Effective Date of this Exhibit B:** December 1, 2014.

B. **Supersedes Exhibit B Effective:** XXXX.

MCLEAN, TEXAS, CITY OF

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

By______________________________ By______________________________

Will W. Brown
Director of Marketing

Date____________________________ Date____________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and MCLEAN, TEXAS, CITY OF

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

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A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

MCLEAN, TEXAS, CITY OF

By X X X X X

Date

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

By X X X X X

Date

Issued on: October 31, 2014

Effective on: December 1, 2014
October 8, 2014

Mr. Stan David
City of Denver City, Texas
P.O. Box 1539
Denver City, TX  79323

Dear Stan:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Denver City, Texas (“Denver City”) (EPNG and Denver City are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZF pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZF (to be replaced by Contract No. FX227000) and will provide Denver City with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX227000, EPNG shall file this Letter Agreement and Contract No. FX227000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX227000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX227000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX227000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX227000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX227000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Denver City shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX227000.
4. Upon the effective date of this Letter Agreement, Denver City agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Denver City. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Denver City, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Denver City hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Denver City further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Denver City’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Joshua C. Genz

CITY OF DENVER CITY, TEXAS

By____________________________
Name_________________________
Title__________________________
Date__________________________

Accepted and agreed to thisAccepted and agreed to this
_______ day of October, 2014._______ day of October, 2014.

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

By____________________________
Name Will W. Brown
Title Director of Marketing
Date__________________________

Accepted and agreed to thisAccepted and agreed to this
_______ day of October, 2014._______ day of October, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and CITY OF DENVER CITY, TEXAS, a Texas corporation, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Yoakum County, Texas; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso’s Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper’s Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper’s full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper’s Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso’s Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso’s Tariff.

(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of $0.3176 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:

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<th>YEAR</th>
<th>RATE</th>
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<tbody>
<tr>
<td>2015</td>
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</table>

Issued on: October 31, 2014

Effective on: December 1, 2014
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZF originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments

Issued on: October 31, 2014
Effective on: December 1, 2014
or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII
Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

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

By____________________________________

Will W. Brown
Director of Marketing

Title___________________________________

CITY OF DENVER CITY, TEXAS

By____________________________________

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

FERC Gas Tariff

Third Revised Volume No. 1A

Part VII: Non-Conforming

Section 62.1 - City of Denver City, Texas#FX227000 Exhibit A

Version 0.0.0

Agreement No. FX227000

EXHIBIT A

To The

Transportation Service Agreement

Dated December 1, 2014

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

and CITY OF DENVER CITY, TEXAS

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* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: **December 1, 2014.**

B. Supersedes Exhibit A Effective: **XXXX**.

CITY OF DENVER CITY, TEXAS

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

By ________________________________  By ________________________________

Will W. Brown
Director of Marketing

Date ______________________________  Date ______________________________

Issued on: October 31, 2014  Effective on: December 1, 2014
EXHIBIT B

To The
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Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
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El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: December 1, 2014.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF DENVER CITY, TEXAS

By________________________________________

Date_____________________________________

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

By________________________________________

Will W. Brown
Director of Marketing

Date_____________________________________

Issued on: October 31, 2014

Effective on: December 1, 2014
FERC Gas Tariff
Section 62.3 - City of Denver City, Texas#FX227000 Exhibit C
Third Revised Volume No. 1A

Agreement No. FX227000

EXHIBIT C

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF DENVER CITY, TEXAS

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A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

CITY OF DENVER CITY, TEXAS

By_________________________X X X X X
Date__________________________

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

By_________________________X X X X X
Date__________________________

Issued on: October 31, 2014 Effective on: December 1, 2014
October 8, 2014

Mrs. Belinda Terrell
City of Whiteface, Texas
Post Office Box 256
Whiteface, TX  79379

Dear Belinda:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Whiteface, Texas (“Whiteface”) (EPNG and Whiteface are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZD pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZD (to be replaced by Contract No. FX222000) and will provide Whiteface with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX222000, EPNG shall file this Letter Agreement and Contract No. FX222000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX222000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX222000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX222000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX222000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX222000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Whiteface shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX222000.

Issued on: October 31, 2014  Effective on: December 1, 2014
4. Upon the effective date of this Letter Agreement, Whiteface agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Whiteface. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Whiteface, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Whiteface hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Whiteface further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Whiteface’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Joshua C. Genz

CITY OF WHITEFACE, TEXAS

By____________________________
Name_________________________
Title__________________________
Date___________________________

Accepted and agreed to this
__________ day of October, 2014.

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

By____________________________
NameWill W. Brown
TitleDirector of Marketing
Date____________________________

Accepted and agreed to this
__________ day of October, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of December, 2014, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and CITY OF WHITEFACE, TEXAS, a Texas corporation, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Hockley County, Texas; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso’s Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper’s Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso’s Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso’s Tariff.

(a) From the effective date through December 31, 2014, Shipper shall pay a one-part volumetric discounted rate of $0.3176 per Dekatherm (“Dth”) per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2015 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$0.3208</td>
</tr>
</tbody>
</table>
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission’s Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZD originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments

Issued on: October 31, 2014
Effective on: December 1, 2014
or to such other address as a party shall designate by formal written notice. Routine communications may be
mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means
shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services
rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions
incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII
Other Operating Provisions
(NOT APPLICABLE)

ARTICLE IX
Miscellaneous

9.1 El Paso and Shipper expressly agree that the laws of the State of Colorado shall govern
the validity, construction, interpretation and effect of this Agreement and of the General Terms and Conditions

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of
whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of
transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El
Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may
attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as
part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall
be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may
convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum
Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery
Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such
conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point
to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity
for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements
status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more
than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred
eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall
be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that
and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article
XI and any and all rights and obligations under Article XI, including without limitation any and all rights under
Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or
that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

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

By______________________________

Will W. Brown
Director of Marketing

Title__________________________

ATTEST:

CITY OF WHITEFACE, TEXAS

By______________________________

Title__________________________

By______________________________

Title__________________________
EXHIBIT A

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF WHITEFACE, TEXAS

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
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<tr>
<td>216748 - BLANCO</td>
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<tr>
<td>216747 - BONDAD</td>
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<tr>
<td>340827 - BONDADST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340828 - RIOVISTA</td>
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* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: December 1, 2014.

B. Supersedes Exhibit A Effective: XXXX.

CITY OF WHITEFACE, TEXAS

By___________________________________

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

By___________________________________

Will W. Brown
Director of Marketing

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

Part VII: Non-Conforming  
Section 64.2 - City of Whiteface, Texas #FX222000 Exhibit B  
Version 0.0.0

Agreement No. FX222000

EXHIBIT B

To The  
Transportation Service Agreement  
Dated December 1, 2014  
Between El Paso Natural Gas Company, L.L.C.  
and CITY OF WHITEFACE, TEXAS

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
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</thead>
<tbody>
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<td>23379 - DWHITDIS</td>
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</table>

<table>
<thead>
<tr>
<th>Meters</th>
<th>Minimum Delivery Pressure (psig)</th>
<th>Maximum Delivery Pressure (psig)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20214 - Whiteface</td>
<td>70</td>
<td></td>
</tr>
</tbody>
</table>

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: December 1, 2014.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF WHITEFACE, TEXAS  
EL PASO NATURAL GAS COMPANY, L.L.C.

By____________________________                          By___________________________________
Will W. Brown  
Director of Marketing

Date__________________________ Date_________________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated December 1, 2014
Between El Paso Natural Gas Company, L.L.C.
and CITY OF WHITEFACE, TEXAS

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso’s Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: ___________ X X X X X

B. Supersedes Exhibit C Effective: ___________ X X X X X

CITY OF WHITEFACE, TEXAS

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

By________________________ X X X X X
Date_________________________________

By________________________ X X X X X
Date_________________________________
November 12, 2014

Mr. Vince DiPiazza
City of Dumas, Texas
124 W. 6th Street
Dumas, TX 79029

Dear Vince:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Dumas, Texas (“Dumas”) (EPNG and Dumas are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 97ZQ pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZQ (to be replaced by Contract No. FX224000) and will provide Dumas with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX224000, EPNG shall file this Letter Agreement and Contract No. FX224000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX224000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) January 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX224000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX224000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX224000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX224000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Dumas shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX224000.

Issued on: November 25, 2014
Effective on: January 1, 2015
4. Upon the effective date of this Letter Agreement, Dumas agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Dumas. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Dumas, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Dumas hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Dumas further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Dumas’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Joshua C. Genz

CITY OF DUMAS, TEXAS

By__________________________
Name________________________
Title________________________
Date________________________
Accepted and agreed to this
__________ day of November, 2014.

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

By__________________________
Name Will W. Brown
Title Director of Marketing
Date________________________
Accepted and agreed to this
__________ day of November, 2014.
This Agreement is made and entered into as of this 1st day of January, 2015, by and between El Paso Natural Gas Company, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and Dumas, Texas, City of a Texas corporation, hereinafter referred to as "Shipper" WHEREAS, El Paso owns and operates a natural gas transmission system; and WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Moore County, Texas; and WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Texas, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso’s Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper’s Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper’s full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper’s Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso’s Tariff.

(a) From the effective date through December 31, 2015, Shipper shall pay a one-part volumetric discounted rate of $0.3208 per Dekatherm (“Dth”) per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2016 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A  
Part VII: Non-Conforming  
Section 66 - City of Dumas, Texas #FX224000  
Version 0.0.0  
Agreement No. FX224000

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</table>

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper's entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) January 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 97ZQ originally dated August 7, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments
FERC Gas Tariff Section 66 - City of Dumas, Texas #FX224000
Third Revised Volume No. 1A

Agreement No. FX224000

Shipper: Dumas, Texas, City of
Post Office Box 438
124 W. 6th Street
Dumas, Texas 79029
Attention: Vince DiPiazza

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

Issued on: November 25, 2014 Effective on: January 1, 2015
9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________________

Title___________________________________

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

By____________________________________

Title___________________________________

DUMAS, TEXAS, CITY OF

ATTEST:

By____________________________________

Title___________________________________

Will W. Brown
Director of Marketing

By____________________________________

Title___________________________________

Issued on: November 25, 2014
Effective on: January 1, 2015
EXHIBIT A

To The
Transportation Service Agreement
Dated January 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and DUMAS, TEXAS, CITY OF

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* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: January 1, 2015.

B. Supersedes Exhibit A Effective: XXXX.

DUMAS, TEXAS, CITY OF

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

By_________________________________ By_________________________________

Will W. Brown
Director of Marketing

Date_________________________________ Date_________________________________
EXHIBIT B

To The
Transportation Service Agreement
Dated January 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and DUMAS, TEXAS, CITY OF

<table>
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Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: January 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

DUMAS, TEXAS, CITY OF

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

By____________________________ By__________________
Will W. Brown
Director of Marketing

Date__________________________ Date_________________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated January 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and DUMAS, TEXAS, CITY OF

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso’s Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
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<tbody>
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<td>(NOT APPLICABLE)</td>
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</table>

A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

DUMAS, TEXAS, CITY OF

By__________________________________________
Date________________________________________

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

By__________________________________________
Date________________________________________
December 8, 2014

Ms. Terri Racher
Corona, New Mexico Village of
Post Office Box 37
Corona, NM 88318

Dear Ms. Racher:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for the Town of Corona, New Mexico, Village of (“Corona”) (EPNG and Corona are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 9829 pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 9829 (to be replaced by Contract No. FX229000) and will provide Corona with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX229000, EPNG shall file this Letter Agreement and Contract No. FX229000 with the FERC for its acceptance and/or approval.

Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX229000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX229000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX229000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX229000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX229000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Corona shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX229000.
1. Upon the effective date of this Letter Agreement, Corona agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Corona. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Corona, its assignees or successor-in-interests.

2. Upon the effective date of this Letter Agreement, Corona hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Corona further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

3. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

4. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

5. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Corona’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________
Joshua C. Genz

CORONA, NEW MEXICO
VILLAGE OF

By____________________________
Name_________________________
Title__________________________
Date___________________________
Accepted and agreed to this
__________ day of December, 2014.

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

By____________________________
Name Will W. Brown
Title Director of Marketing
Date___________________________
Accepted and agreed to this
__________ day of December, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of February, 2015, by and
between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred
to as "El Paso," and CORONA, NEW MEXICO, VILLAGE OF, hereinafter referred to as "Shipper"

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential
and small commercial customers located in Torrance County, New Mexico; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to
Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of
Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the
transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located
in the State of New Mexico, pursuant to Subpart G of Part 284 of the Commission's Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein
contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule
FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the
Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of
such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity
on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full
requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's
Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth
per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving
its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon,
including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in
those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such
community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso
at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or
cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to
compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity
is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such
receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II
Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III
Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.

(a) From the effective date through December 31, 2015, Shipper shall pay a one-part volumetric discounted rate of $0.3489 per Dekatherm (“Dth”) per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2016 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:

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<td>2016</td>
<td>$0.3524</td>
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</table>
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 9829 originally dated August 8, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments

Issued on: December 22, 2014
Effective on: February 1, 2015
Shipper: Corona, New Mexico, Village of
Post Office Box 37
Corona, NM 88318
Attention: Terri Racher

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.
9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________________
Title__________________________

ATTEST:

By____________________________________
Title__________________________

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

By____________________________________
Will W. Brown
Director of Marketing

CORONA, NEW MEXICO, VILLAGE OF

By____________________________________
Title__________________________
# EXHIBIT A

To The  
Transportation Service Agreement  
Dated February 1, 2015  
Between El Paso Natural Gas Company, L.L.C.  
and CORONA, NEW MEXICO, VILLAGE OF

<table>
<thead>
<tr>
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<td>216747 - BONDAD</td>
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<td>340827 - BONDADST</td>
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<tr>
<td>340828 - RIOVISTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: **February 1, 2015.**

B. Supersedes Exhibit A Effective: **XXXX.**

CORONA, NEW MEXICO, VILLAGE OF  
EL PASO NATURAL GAS COMPANY, L.L.C.

By___________________________________  
Will W. Brown  
Director of Marketing

Date_________________________________  
Date_________________________________
EXHIBIT B

To The
Transportation Service Agreement
Dated February 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and CORONA, NEW MEXICO, VILLAGE OF

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14545 - DCOROSJX</td>
<td></td>
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</tbody>
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Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: February 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

CORONA, NEW MEXICO, VILLAGE OF

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

By_________________________________________  By_________________________________________

Will W. Brown
Director of Marketing

Date____________________________________   Date_____________________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated February 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and CORONA, NEW MEXICO, VILLAGE OF

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso’s Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
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</table>

A. Effective Date of this Exhibit C: X X X X X
B. Supersedes Exhibit C Effective: X X X X X

CORONA, NEW MEXICO, VILLAGE OF

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

By X X X X X
Date______________________________

By X X X X X
Date______________________________
December 8, 2014

Ms. Suzan Brazil
Town of Mountainair, New Mexico
105 East Broadway
Post Office Box 115
Mountainair, NM 87036

Dear Suzan:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for the Town of Mountainair, New Mexico ("Mountainair") (EPNG and Mountainair are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 983K pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 983K (to be replaced by Contract No. FX228000) and will provide Mountainair with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX228000, EPNG shall file this Letter Agreement and Contract No. FX228000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX228000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX228000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX228000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX228000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX228000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Mountainair shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX228000.

Issued on: December 22, 2014
Effective on: February 1, 2015
4. Upon the effective date of this Letter Agreement, Mountainair agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Mountainair. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Mountainair, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Mountainair hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Mountainair further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Mountainair’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

________________________
Joshua C. Genz

TOWN OF MOUNTAINAIR, NEW MEXICO

By________________________________
Name____________________________
Title____________________________
Date____________________________
Accepted and agreed to this ________ day of December, 2014.

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

By________________________________
Name Will W. Brown
Title Director of Marketing
Date________________________________
Accepted and agreed to this ________ day of December, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of February, 2015, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and TOWN OF MOUNTAINAIR, NEW MEXICO, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Torrance County, New Mexico; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper’s facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission (“Commission”); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of New Mexico, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transferred

1.1 Subject to the terms and provisions of this Agreement and of El Paso’s Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper’s account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper’s Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper’s full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper’s Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s)
and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso’s Tariff.

(a) From the effective date through December 31, 2015, Shipper shall pay a one-part volumetric discounted rate of $0.3489 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2016 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>RATE</th>
</tr>
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<tbody>
<tr>
<td>2016</td>
<td>$0.3524</td>
</tr>
</tbody>
</table>
3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 983K originally dated August 8, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments

Issued on: December 22, 2014 Effective on: February 1, 2015
Shipper: Town of Mountainair, New Mexico
105 East Broadway
Post Office Box 115
Mountainair, NM 87036
Attention: Town Clerk

or to such other address as a party shall designate by formal written notice. Routine communications may be
mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means
shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services
rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions
incorporated by reference in Rate Schedule FT-2.

**ARTICLE VIII**

**Other Operating Provisions**

(NOT APPLICABLE)

**ARTICLE IX**

**Miscellaneous**

9.1 El Paso and Shipper expressly agree that the laws of the State of Colorado shall govern
the validity, construction, interpretation and effect of this Agreement and of the General Terms and Conditions

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of
whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of
transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El
Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may
attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as
part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall
be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may
convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum
Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery
Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such
conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point
to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity
for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements
status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more
than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred
eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall
be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that
and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article
XI and any and all rights and obligations under Article XI, including without limitation any and all rights under
Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or
that may be held at any time by Shipper, its assignees or successor-in-interests.
IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

By____________________________
Title__________________________

ATTEST:

By____________________________
Title__________________________

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

By____________________________
Will W. Brown
Director of Marketing

TOWN OF MOUNTAINAIR, NEW MEXICO

By____________________________
Title__________________________
**EXHIBIT A**

To The
Transportation Service Agreement
Dated February 1, 2015
Between El Paso Natural Gas Company, L.L.C. and TOWN OF MOUNTAINAIR, NEW MEXICO

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
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* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. **Effective Date of this Exhibit A: February 1, 2015.**

B. **Supersedes Exhibit A Effective: XXXX.**

TOWN OF MOUNTAINAIR, NEW MEXICO

By__________________________________________

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

By__________________________________________
Will W. Brown
Director of Marketing

Date________________________________________

Issued on: December 22, 2014 Effective on: February 1, 2015
EXHIBIT B

To The
Transportation Service Agreement
Dated February 1, 2015
Between El Paso Natural Gas Company, L.L.C.
and TOWN OF MOUNTAINAIR, NEW MEXICO

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<td>14658 - DMTNASJX</td>
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Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: February 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

TOWN OF MOUNTAINAIR, NEW MEXICO

By____________________________

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

By________________________________

Will W. Brown
Director of Marketing

Date__________________________

Date_________________________________
EXHIBIT C

To The
Transportation Service Agreement
Dated February 1, 2015
Between El Paso Natural Gas Company, L.L.C. and TOWN OF MOUNTAINAIR, NEW MEXICO

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

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A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

TOWN OF MOUNTAINAIR, NEW MEXICO

By X X X X X

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

By X X X X X

Date

Issued on: December 22, 2014
Effective on: February 1, 2015
January 9, 2015

Ms. Patricia de Naranjo
City of Lordsburg, New Mexico
409 W. Wabash Street
Lordsburg, New Mexico 88045

Dear Ms. De Naranjo:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for City of Lordsburg, New Mexico (“City of Lordsburg.”) (EPNG and City of Lordsburg are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 982N pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 982N (to be replaced by Contract No. FX22B000) and will provide City of Lordsburg with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX22B000, EPNG shall file this Letter Agreement and Contract No. FX22B000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX22B000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX22B000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX22B000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX22B000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX22B000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and City of Lordsburg shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX22B000.
4. Upon the effective date of this Letter Agreement, City of Lordsburg agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to City of Lordsburg. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by City of Lordsburg, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, City of Lordsburg hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. City of Lordsburg further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects City of Lordsburg’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

__________________________
Joshua C. Genz

CITY OF LORDSBURG, NEW MEXICO

By__________________________
Name__________________________
Title__________________________
Date__________________________
Accepted and agreed to this _______ day of January, 2015.

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

By__________________________
Name Will W. Brown
Title Director of Marketing
Date__________________________
Accepted and agreed to this _______ day of January, 2015.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of March, 2015, by and between EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as “El Paso,” and CITY OF LORDSBURG, NEW MEXICO, hereinafter referred to as “Shipper”

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Hidalgo, New Mexico; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of New Mexico, pursuant to Subpart G of Part 284 of the Commission’s Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso’s Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso’s Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso’s Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso’s Tariff.

(a) From the effective date through December 31, 2015, Shipper shall pay a one-part volumetric discounted rate of $0.3489 per Dekatherm (“Dth”) per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2016 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year (“New Discounted Rate”). The New Discounted Rate beginning January 1 of the indicated year is:

<table>
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<tr>
<th>YEAR</th>
<th>RATE</th>
</tr>
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<tbody>
<tr>
<td>2016</td>
<td>$0.3524</td>
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</tbody>
</table>
The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

This Agreement in all respects is subject to the provisions of El Paso’s Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the “Letter Agreement”). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 982N originally dated August 8, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments

Issued on: January 29, 2015
Effective on: March 1, 2015
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A

Part VII: Non-Conforming  
Section 72 - City of Lordsburg, NM #FX22B000  
Version 0.0.0

Agreement No. FX22B000

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

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 72 - City of Lordsburg, NM #FX22B000
Version 0.0.0

Agreement No. FX22B000

past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

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

By____________________________

Title__________________________

By____________________________

Will W. Brown
Director of Marketing

CITY OF LORDSBURG, NEW MEXICO

By____________________________

Title__________________________

By____________________________

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

Part VII: Non-Conforming
Section 72.1 - City of Lordsburg, NM #FX22B000 Exhibit A
Version 0.0.0

Agreement No. FX22B000

EXHIBIT A

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

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>216748 - BLANCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216747 - BONDAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340827 - BONDADST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340828 - RIOVISTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: March 1, 2015.

B. Supersedes Exhibit A Effective: XXXX.

CITY OF LORDSBURG, NEW MEXICO

By___________________________________
Will W. Brown
Director of Marketing

Date_________________________________

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

By___________________________________

Date_________________________________
EXHIBIT B

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

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14446 – DLORDAFT</td>
<td></td>
</tr>
</tbody>
</table>

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: March 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

CITY OF LORDSBURG, NEW MEXICO

By ________________________________
Will W. Brown
Director of Marketing

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

By ________________________________

Date ______________________________

Issued on: January 29, 2015
Effective on: March 1, 2015
EXHIBIT C

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

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: ___________ X X X X ___________

B. Supersedes Exhibit C Effective: ___________ X X X X ___________

CITY OF LORDSBURG, NEW MEXICO

By______________________________________

Date___________________________________

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

By______________________________________

Date___________________________________

Issued on: January 29, 2015

Effective on: March 1, 2015
December 29, 2014

Mr. Ronnie Reynolds
E.M.W. Gas Association
416 5th Street
Estancia, New Mexico  87016

Dear Mr. Reynolds:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for E.M.W. Gas Association (“E.M.W.”) (EPNG and E.M.W. are jointly referred to herein as “Parties”) under firm transportation service agreement EPNG Contract No. 982K pursuant to Rate Schedule FT-2 of EPNG’s Third Revised Volume No. 1A of its Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 982K (to be replaced by Contract No. FX22A000) and will provide E.M.W. with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX22A000, EPNG shall file this Letter Agreement and Contract No. FX22A000 with the FERC for its acceptance and/or approval.

3. Following FERC’s acceptance and/or approval of this Letter Agreement and Contract No. FX22A000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX22A000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX22A000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX22A000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX22A000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and E.M.W. shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX22A000.
4. Upon the effective date of this Letter Agreement, E.M.W. agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to E.M.W. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by E.M.W., its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, E.M.W. hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. E.M.W. further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects E.M.W.’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_________________________
Joshua C. Genz

E.M.W. GAS ASSOCIATION

By__________________________
Name________________________
Title________________________
Date_________________________

Accepted and agreed to this _________ day of December, 2014.

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

By__________________________
Name Will W. Brown
Title Director of Marketing
Date_________________________

Accepted and agreed to this _________ day of December, 2014.
FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of March, 2015, by and between
EL PASO NATURAL GAS COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "El Paso," and E.M.W. GAS ASSOCIATION, hereinafter referred to as "Shipper"

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Torrance County, New Mexico; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of New Mexico, pursuant to Subpart G of Part 284 of the Commission's Regulations; and

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.
1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in Paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with Paragraph 1.1.

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time. As provided in Section 4.17 of the General Terms and Conditions of El Paso's Tariff, Shipper and El Paso agree to the discounted rate stated in this Paragraph 3.1 and that such discounted rate shall be subject to the maximum and minimum applicable recourse rates stated in El Paso's Tariff. The discounted rate shall be applicable to all Tier 1 and Tier 2 quantities provided pursuant to Rate Schedule FT-2 and this Agreement. The discounted rate shall not be applicable to any quantities converted pursuant to Paragraph 9.4 below or to the quantities converted to another firm Rate Schedule pursuant to Section 1 of Rate Schedule FT-2 of El Paso's Tariff.

(a) From the effective date through December 31, 2015, Shipper shall pay a one-part volumetric discounted rate of $0.3489 per Dekatherm ("Dth") per day for any and all volumes up to 10,000 Dth per day for service provided under Rate Schedule FT-2; and

(b) Effective January 1, 2016 and on each anniversary date thereafter during the term of this Agreement, El Paso shall increase the one-part volumetric discounted rate for service provided under Rate Schedule FT-2 to be paid under this Agreement for the current calendar year by 1% of the rate in effect for this Agreement for the immediately preceding year ("New Discounted Rate"). The New Discounted Rate beginning January 1 of the indicated year is:

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3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso’s Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

(a) Consistent with the provisions of Rate Schedule FT-2, if Shipper requires transportation service in excess of 10,000 Dth on any Day, Shipper’s entire FT-2 service will convert to a firm service under Rate Schedule FT-1 or other firm Rate Schedule.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.
ARTICLE V

Term

5.1 El Paso will file with the FERC for its acceptance and/or approval this Agreement and a letter agreement between El Paso and Shipper (referred to herein as the "Letter Agreement"). Following FERC’s acceptance and/or approval of the Letter Agreement and this Agreement in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or this Agreement subject to modification and/or condition, the Parties hereto shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), El Paso shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and this Agreement in their entirety without modification and/or condition. Until such approval and/or acceptance, El Paso and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement or this Agreement.

5.2 This Agreement shall terminate 10 years after the effective date as determined in paragraph 5.1.

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

5.4 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: Agreement No. 982K originally dated August 8, 1991.

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and Account Services Departments

Issued on: January 29, 2015
Effective on: March 1, 2015
ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous


9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any
past, present or future agreements held or that may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST

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

By____________________________________
Will W. Brown
Director of Marketing

Title___________________________________

ATTEST:

E.M.W. GAS ASSOCIATION

By____________________________________

Title___________________________________
# EXHIBIT A

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

<table>
<thead>
<tr>
<th>Receipt Point(s)</th>
<th>Delivery Pressure(s) (psig)*</th>
<th>Maximum Daily Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>216748 - BLANCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216747 - BONDAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340827 - BONDADST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340828 - RIOVISTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: March 1, 2015.

B. Supersedes Exhibit A Effective: XXXX.

E.M.W. GAS ASSOCIATION

By___________________________________

Will W. Brown
Director of Marketing

Date__________________________

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

By___________________________________

Date__________________________
EXHIBIT B

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

<table>
<thead>
<tr>
<th>Delivery Point(s)</th>
<th>Maximum Delivery Quantity (Dth/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>125890 – DEMW EMW</td>
<td></td>
</tr>
</tbody>
</table>

Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: March 1, 2015.

B. Supersedes Exhibit B Effective: XXXX.

E.M.W. GAS ASSOCIATION

By_______________________________________

Date_______________________________________

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

By_______________________________________

Will W. Brown
Director of Marketing

Date_______________________________________
EXHIBIT C

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

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

<table>
<thead>
<tr>
<th>Section of General Terms and Conditions</th>
<th>Substitute Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NOT APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>

A. Effective Date of this Exhibit C: X X X X X
B. Supersedes Exhibit C Effective: X X X X X

E.M.W. GAS ASSOCIATION

By X X X X X
Date

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

By X X X X X
Date

Issued on: January 29, 2015
Effective on: March 1, 2015
February 20, 2015

Mr. Clint Stockman
ConocoPhillips Company
600 North Dairy Ashford, CH1081
Houston, TX 77079

Dear Clint:

El Paso Natural Gas Company, L.L.C. (“EPNG”) currently transports natural gas for ConocoPhillips Company (“ConocoPhillips”) (EPNG and ConocoPhillips are individually referred to herein as “Party” and jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT2HM000, 9TAF, 97YG, FT38J000, FT276000, FT3E2000, and FT3DJ000. This letter agreement (“Letter Agreement”), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure ConocoPhillips’ and EPNG’s transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT2HM000 (to be replaced by Contract No. FT3EA000), 9TAF (to be replaced by Contract No. FT3EB000), and FT38J000 (to be replaced by Contract No. FT3E9000). Upon the effectiveness of this Letter Agreement as stated in Paragraph 4 below, Contract No. 97YG shall terminate. The new Contract Nos. FT3EA000, FT3EB000, and FT3E9000 shall be collectively referred to herein as the “Contract Package”. Although Contract Nos. FT276000, FT3E2000, and FT3DJ000 will not be replaced by another agreement, upon the effectiveness of this Letter Agreement as stated in Paragraph 4 below, those agreements shall be deemed to be amended by, and subject to, all of the terms of this Letter Agreement, including without limitation to Paragraph 5 below.

2. After this Letter Agreement becomes effective pursuant to Paragraph 4 below, EPNG will (at no cost to ConocoPhillips) install and construct, or cause to have installed and constructed, an interconnect between TransColorado Gas Transmission Company LLC’s system and ConocoPhillips’ San Juan Plant with a single twelve (12) inch ultrasonic meter capable of the following flows under the indicated pressure conditions:

<table>
<thead>
<tr>
<th>Pressure (PSIG)</th>
<th>Maximum Flow/Minimum Flow (MMcf/d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>850</td>
<td>305 / 38</td>
</tr>
<tr>
<td>1287</td>
<td>475 / 59</td>
</tr>
</tbody>
</table>

Issued on: February 27, 2015
Effective on: April 1, 2015
EPNG or its designee or agent shall use commercially reasonable efforts to complete the construction of the interconnect facilities within six (6) months of the execution of the agreement for the construction of the facilities, which agreement the parties will negotiate in good faith. A proposed draft of the agreement has been provided to ConocoPhillips for its review. An executable agreement will be submitted to ConocoPhillips within fifteen (15) days of the Effective Date of this Letter Agreement.

3. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and ConocoPhillips and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package along with Contract Nos. FT276000, FT3E2000, and FT3DJ000 with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

4. This Letter Agreement shall become effective (“Effective Date”) on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 4. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and ConocoPhillips shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

5. Refunds shall be paid under this Letter Agreement as follows:

   a. Pursuant to Paragraph 7, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”).
b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay ConocoPhillips refunds for any and all agreements that have expired (including without limitation Contract No. FT24E000), or that are currently effective, or that comprise the Contract Package (collectively all such agreements are referred to herein as “Refund Agreements”) by wire transfer (or other mutually agreeable means) as follows:

i. $2,947,860 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of May 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds or interest (or any other relief) shall be due or paid by EPNG to ConocoPhillips of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

ii. $25,111,119 will be paid for refunds for reservation and usage charges in Docket No. RP10-1398-000 calculated through March 31, 2015 and on a payment date of May 12, 2015. If the Letter Agreement and the agreements comprising the Contract Package become effective after April 1, 2015, EPNG shall calculate and pay ConocoPhillips refunds for reservation and usage charges for the period from April 1, 2015 through the day prior to the Effective Date of the Letter Agreement based on the same methodology and rates underlying the calculation of the $25,111,119 set forth in this Paragraph 5.b.ii. If the payment (including any refunds as just described in the immediately preceding sentence) occurs after May 12, 2015, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after May 12, 2015 until the date paid. Except for possible refunds for reservation and usage charges incurred on and after the Effective Date of this Letter Agreement as detailed in Paragraphs 5.c., 5.d. and 5.e., no further refunds or interest (or any other relief) shall be due or paid by EPNG to ConocoPhillips of any kind associated with Docket No. RP10-1398-000 for the Refund Agreements regardless of any past or future FERC or court decision in those proceedings or any other proceedings. As such, Paragraphs 5.c., 5.d. and 5.e. below shall be the sole means by which ConocoPhillips may recover additional refunds, if any, associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 5.b.ii.

iii. Except for as may be provided by Paragraphs 5.d. and 5.e. below, no amounts (or any other relief) shall be due or paid by ConocoPhillips to EPNG of any kind associated with Docket No. RP08-426-000 and/or Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings.
c. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the “Final Order”), the final reservation and usage rates shall be referred to herein as the “Final Reservation Rates” and “Final Usage Rates,” respectively. Refunds to ConocoPhillips, if any, associated with Docket No. RP10-1398-000 for usage rates paid under the agreements comprising the Contract Package or Contract Nos. FT276000, FT3E2000, and FT3DJ000 on and after the Effective Date of this Letter Agreement, shall be the difference in a Final Usage Rate and its corresponding usage rate paid, if and only if, the Final Usage Rate established in Docket No. RP10-1398-000 is lower than its corresponding usage rate paid under each of the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 and shall include interest calculated using the applicable FERC interest rate.

d. Under the terms of the individual agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000, and EPNG’s Tariff, it is possible that ConocoPhillips will pay the maximum applicable reservation rate (e.g., authorized overrun which does not include authorized overrun quantities at specified locations up to 100,000 Dekatherms per day as set forth in Contract No. FT3EA000). Refunds to ConocoPhillips, if any, associated with Docket No. RP10-1398-000 for maximum reservation rates paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 on and after the Effective Date of this Letter Agreement, shall be the difference in a Final Reservation Rate and its corresponding maximum reservation rate paid, if and only if, the Final Reservation Rate established in Docket No. RP10-1398-000 is lower than its corresponding reservation rate paid under each of the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000. Such refunds, if any, shall also include interest calculated using the applicable FERC interest rate. If, however, the Final Reservation Rates are higher than a maximum reservation rate paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 on and after the Effective Date of this Letter Agreement, ConocoPhillips shall pay EPNG the difference between the maximum reservation rate paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 and the Final Reservation Rate. Such payment, if any, shall include interest calculated using the applicable FERC interest rate.
e. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date of this Letter Agreement, which order is not a Final Order, EPNG and ConocoPhillips shall treat such order(s) as a Final Order for purposes of calculating and paying amounts due under Paragraphs 5.c. and 5.d. and pay those amounts when refunds are required to be paid to the qualifying shippers pursuant to such order(s); provided, however, that EPNG’s obligation for paying the amounts under Paragraphs 5.c. and 5.d. and ConocoPhillips’ obligation for paying amounts under Paragraph 5.d. shall be subject to the final calculation based on a Final Order as set forth in Paragraphs 5.c. and 5.d. and EPNG and ConocoPhillips shall retain the right to collect from the other to recover any amounts previously paid under Paragraphs 5.c., 5.d. and 5.e. that are greater than the amounts ultimately owed by them under a Final Order. A Party may offset amounts owed to the other Party under Paragraphs 5.c., 5.d. and 5.e.

6. Upon the Effective Date of this Letter Agreement, and subject to the terms of this Letter Agreement, ConocoPhillips expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any Related Proceedings (as defined herein below). ConocoPhillips shall withdraw any pending pleadings including, without limit, any requests for rehearing in those or Related Proceedings within ten (10) business days of the Effective Date of this Letter Agreement. ConocoPhillips further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding anything to the contrary in this Letter Agreement, ConocoPhillips shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, the issue to be raised has not been raised previously by FERC or the participants in that proceeding and such issue would potentially shift material costs to ConocoPhillips from other shippers in rates that may be applicable to ConocoPhillips at the expiration or termination of its Contract Nos. FT3EA000, FT3EB000, FT3E9000 and FT276000. Issues previously raised by FERC or participants include, without limitation, any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms or conditions of its FERC Natural Gas Tariff (“Tariff”) to which FERC denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.
7. Upon the Effective Date of this Letter Agreement, ConocoPhillips agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to ConocoPhillips. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by ConocoPhillips, its predecessors-in-interest, assignees or successor-in-interests.

8. Notwithstanding anything to the contrary in this Letter Agreement, the parties acknowledge and agree that ConocoPhillips shall maintain the right to exercise its rights-of-first-refusal pursuant to the terms and conditions of the existing contracts and EPNG’s Tariff. The exercise by ConocoPhillips of its rights-of-first-refusal will not be inconsistent with terms and intent of this Letter Agreement or the efforts of the Parties for the approval and implementation of the Letter Agreement and the Contract Package.

9. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

10. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

11. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 10, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

12. The Parties agree that after the Effective Date of this Letter Agreement, changes to the terms of this Letter Agreement unilaterally proposed by either Party shall be subject to the more rigorous application of the statutory “just and reasonable” standard of review that is often characterized as the Mobile-Sierra “public interest” standard.

If this Letter Agreement reflects ConocoPhillips’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

Steve Saye

Issued on: February 27, 2015

Effective on: April 1, 2015
El Paso Natural Gas Company, L.L.C.  
Part VII: Non-Conforming  
FERC Gas Tariff  
Section 75 - ConocoPhillips Company Letter Agreement  
Third Revised Volume No. 1A  
Version 0.0.0

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

Signature:  
Name:  
Title:  
Date:

Signature:  
Name: Chris M. Meyer  
Title: Vice President, Business Management  
Date:
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

XTO ENERGY INC.
(Shipper)

Dated: September 12, 2019
Transportation Service Agreement

Rate Schedule FT-1

Dated: September 12, 2019

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:** XTO ENERGY INC.

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 4.17-4.19 of Transporter’s Tariff, will apply.

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes ___ X ___ No ____

Issued on: October 24, 2019

Effective on: November 25, 2019
10. **Transportation Contract Demand ("TCD")**:  

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td>See ¶11</td>
</tr>
</tbody>
</table>

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

Beginning: The 61st Day following the date the Gulf Coast Express Project, previously announced by Kinder Morgan Texas Pipeline LLC, was placed in service ("Commencement Date").  

Ending: Nine (9) Years and ten (10) Months following the Commencement Date ("Expiration Date").  

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

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

**To Shipper:** XTO ENERGY INC.  
22777 Springwoods Village Parkway, Loc. 118  
Spring, TX 77389-1425  
Attn: XTO Commercial Gas Sales  

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

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

14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 14(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and
maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper’s creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.

15. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

EL PASO NATURAL GAS COMPANY, L.L.C. XTO ENERGY INC.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Accepted and agreed to this

________ day of __________________, 2019.

______________________________

Accepted and agreed to this

________ day of __________________, 2019.

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

between

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

and

XTO ENERGY INC.
(Shipper)

Dated: September 12, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: From the Commencement Date through the earlier of: (i) the Day before the in-service date of the XTO Cowboy Interconnect (the “Cowboy ISD”) or (ii) the Expiration Date.

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

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Ex. A-1

Issued on: October 24, 2019
Effective on: November 25, 2019
Effective Dates: If the Cowboy ISD occurs prior to June 1, 2020 and neither the in-service date for the EnLink Tiger interconnect (the "Tiger ISD") nor the in-service date for the Carlsbad South Project (the "Carlsbad ISD") occur prior to the Cowboy ISD, then from the Cowboy ISD through the earlier of: (i) May 31, 2020, or (ii) the Day before the Tiger ISD, or (iii) the Day before the Carlsbad ISD.

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Ex. A-2
### EXHIBIT A CONT’D

**Effective Dates:** If the Cowboy ISD occurs on or after the Tiger ISD and the Carlsbad ISD does not occur prior to the Cowboy ISD or the Tiger ISD, then from the Cowboy ISD through the earlier of: (i) the Day before the Carlsbad ISD, if such ISD occurs prior to January 1, 2021, or (ii) the Expiration Date, if the Carlsbad ISD does not occur prior to January 1, 2021; or

- If the Cowboy ISD occurs prior to June 1, 2020 and the Tiger ISD does not occur prior to the Cowboy ISD and the Carlsbad ISD does not occur prior to the Cowboy ISD or the Tiger ISD, then from the earlier of: (i) June 1, 2020 or (ii) the Tiger ISD through the earlier of: (i) the Day before the Carlsbad ISD, if such ISD occurs before January 1, 2021 or (ii) the Expiration Date, if the Carlsbad ISD does not occur prior to January 1, 2021; or
- If the Cowboy ISD occurs on or after June 1, 2020 and the Tiger ISD does not occur prior to the Cowboy ISD and the Carlsbad ISD does not occur prior to June 1, 2020, then from the later of: (i) the Cowboy ISD, or (ii) June 1, 2020 through the earlier of: (i) the Day before the Carlsbad ISD, if such ISD occurs prior to January 1, 2021, or (ii) the Expiration Date, if the Carlsbad ISD does not occur prior to January 1, 2021.

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

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**TRANSPORTATION CONTRACT DEMAND**

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**Delivery Pressure (p.s.i.g) Not less than 2/**

Effective Dates: If the Carlsbad ISD occurs prior to January 1, 2021, then from the later of: (i) the Cowboy ISD or (ii) the Carlsbad ISD through the Expiration Date.

<table>
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**TRANSPORTATION CONTRACT DEMAND**

100,000, 100,000, 100,000, 100,000, 100,000, 100,000, 100,000, 100,000, 100,000

**Delivery Pressure (p.s.i.g) Not greater than 2/**

Ex. A-3

**Issued on:** October 24, 2019

**Effective on:** November 25, 2019
El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A  

Part VII: Non-Conforming  
FERC Gas Tariff  
Section 76.1 - XTO Energy Inc. #613717-FT1EPNG Exhibit A  
Version 2.0.0  

Agreement No. 613717-FT1EPNG  

EXHIBIT A CONT’D  

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.  

3/ For the purposes of this Exhibit A, “XTO Cowboy” is a proposed new interconnect facility on Transporter’s existing Line No. 1100, located between Transporter’s existing Pecos River and Eunice compressor stations, to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.  

4/ For the purposes of this Exhibit A, “EnLink Tiger” is a proposed new interconnect facility on Transporter’s existing Line No. 2000, located between Transporter’s existing Wink and Black River compressor stations, to be built by Transporter under a separate reimbursement agreement with EnLink Midstream or its affiliate.  

5/ For the purposes of this Exhibit A, “Carlsbad South Project” is a project proposed by Transporter involving the installation certain system enhancements, including the construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter’s existing Line No. 3191, as detailed in Transporter’s EBB Open Season Notice ID 605001 posted on April 1, 2019.  

Ex. A-4  

Ex. A-4
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
XTO ENERGY INC.
(Shipper)
Dated: September 12, 2019

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See ¶11 (1a)
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| XTO COWBOY                                          | TBD                              | All primary and alternate delivery point(s)/location(s) as listed in this Exhibit B | The Cowboy ISD through the Expiration Date (1a) |
| XTO COWBOY                                          | TBD                              | All primary and alternate delivery point(s)/location(s) as listed in this Exhibit B | The Tiger ISD through the Expiration Date (1a) |

**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 $2.5850 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

---

Ex. B-4

**Issued on:** October 24, 2019

**Effective on:** November 25, 2019
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

ConocoPhillips Company

Dated: April 15, 2015
Transportation Service Agreement
Rate Schedule FT-1
Dated: April 15, 2015

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:** CONOCOPHILLIPS COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EA000), Contract No. FT3E9000, and Contract No. FT3EB000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date
Part VII: Non-Conforming

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

Agreement No. FT3EA000

("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2025.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3EA000 originally dated April 1, 2015 and made effective April 1, 2015 pursuant to the unpublished letter order of FERC issued on March 25, 2015 in Docket No. RP15-583-000.

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

<table>
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<tr>
<th>TCD</th>
<th>Time Period</th>
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<tbody>
<tr>
<td>217,000</td>
<td>April 15, 2015 – October 31, 2025</td>
</tr>
</tbody>
</table>

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

To Shipper: ConocoPhillips Company
600 N. Dairy Ashford
Houston, TX 77079
Attn: Nicholas E. Rassinier (Notices)
Attn: Natural Gas Accounting (Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

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.)

Issued on: April 14, 2015
Effective on: April 15, 2015
15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

CONOCOPHILLIPS COMPANY

By________________________________________  By________________________________________

Name____________________________________  Name____________________________________

Title____________________________________  Title____________________________________

Date____________________________________  Date____________________________________

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

By________________________________________  By________________________________________

Name____________________________________  Name____________________________________

Title____________________________________  Title____________________________________

Date____________________________________  Date____________________________________
**EXHIBIT A**
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and ConocoPhillips Company (Shipper)
Dated: August 4, 2020

Effective Dates: August 7, 2020 – August 31, 2020

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<th>Primary Delivery PIN Name</th>
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Ex. A-1
ISSUED: August 6, 2020  
EFFECTIVE: August 7, 2020

Agreement No. FT3EA000-FT1EPNG

EXHIBIT A  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
between  
El Paso Natural Gas Company, L.L.C. and ConocoPhillips Company (Shipper)  
Dated: August 4, 2020

Effective Dates: September 1, 2020 – October 31, 2025

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<th>Flow Path</th>
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Shipper’s Transportation Contract Demand: See ¶ 11

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
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C.
and ConocoPhillips Company (Shipper)
Dated: August 4, 2020

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<th>Usage Rate 1/</th>
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<th>Surcharges 3/</th>
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<th>Max. Quantity - D-Code (dth/d)</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>All Delivery points available on the EPNG mainline system as of April 1, 2015</td>
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<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Effective Dates</th>
<th>Max. Quantity - D-Code (dth/d)</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
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</tbody>
</table>

Issued on: August 6, 2020
Effective on: August 7, 2020
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $12.4709 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated reservation rate shall remain unchanged for the term of this Agreement.

1b - As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) of $0.1500 per Dekatherm shall apply to Daily Authorized Overrun quantities up to a sum total of 100,000 Dth per Day for all specified point combinations as stated in the “Maximum Quantity” column. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

1c - As provided in Section 4.17 of the GT&C of Transporter’s Tariff, the parties agree to the following discount rate(s) of $0.0038 per Dekatherm per Day in addition to the monthly rate set forth in Footnote (1a). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter’s Tariff.

Issued on: August 6, 2020  Effective on: August 7, 2020
2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SAAVI ENERGY SOLUTIONS, LLC
(Shipper)

Dated: March 16, 2020
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:** SAAVI ENERGY SOLUTIONS, LLC

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes ____ No ____
10. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tbody>
<tr>
<td>65,000</td>
<td>April 1, 2020 – October 31, 2030</td>
</tr>
</tbody>
</table>

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

   Beginning: November 1, 2018
   Ending: October 31, 2030

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

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

   **To Shipper:**
   SAAVI ENERGY SOLUTIONS, LLC
   Miguel de Cervantes Saavedra 301, Floor 11
   Mexico City, MX 11520
   Attn: Gerardo Cervantes

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2020: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 611596-FT1EPNG, last amended on October 22, 2019.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

   **EL PASO NATURAL GAS COMPANY, L.L.C.**  **SAAVI ENERGY SOLUTIONS, LLC**

   Accepted and agreed to this _______ day of ___________________, 2020.

   Accepted and agreed to this _______ day of ___________________, 2020.
### EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C. 
and
SAAVI ENERGY SOLUTIONS, LLC
(Shipper)
Dated: March 16, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2020 – December 31, 2020

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<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
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<th>Dec</th>
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| TRANSPORTATION CONTRACT DEMAND | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 |

Ex. A-1

Issued on: March 20, 2020
Effective on: April 1, 2020
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
FERC Gas Tariff
Section 78.1 - Saavi Energy Solutions #611596-FT1EPNG Exh A
Version 4.0.0

Agreement No. 611596-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SAAVI ENERGY SOLUTIONS, LLC
(Shipper)
Dated: March 16, 2020

Effective Dates: January 1, 2021 – October 31, 2030

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<th>Rec PIN</th>
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<th>Flow Path</th>
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</table>

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

Issued on: March 20, 2020
Effective on: April 1, 2020
**EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SAAVI ENERGY SOLUTIONS, LLC
(Shipper)
Dated: March 16, 2020

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>(1a)</td>
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<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
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</table>

Ex. B-1

Issued on: March 20, 2020
Effective on: April 1, 2020
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SAAVI ENERGY SOLUTIONS, LLC
(Shipper)
Dated: March 16, 2020

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 $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter’s Tariff, at the negotiated rate set forth in the preceding sentence.

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
May 13, 2015

Mr. Ernie Crawford  
Public Service Company of New Mexico  
2401 Aztec Road, NE MS Z180  
Albuquerque, NM 87102

Dear Mr. Crawford:

El Paso Natural Gas Company, L.L.C. (“EPNG”) transports natural gas for Public Service Company of New Mexico (“PNM”) (EPNG and PNM are jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT2BM000, FT2VD000, FT2UN000, FT2UP000, H222B000 and H222M000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT2BM000 (to be replaced by Contract No. FT3EQ000), FT2VD000 (to be replaced by Contract No. FT3ER000), FT2UN000 (to be replaced by Contract No. FT3ET000), FT2UP000 (to be replaced by Contract No. FT3EU000), H222B000 (to be replaced by Contract No. H222W000) and H222M000 (to be replaced by Contract No. H222X000) and shall be collectively referred to herein as the “Contract Package.”

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and PNM (“Letter Agreement”) and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval.

3. This Letter Agreement shall become effective (“Effective Date”) on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement.
and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and PNM shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay PNM refunds by wire transfer (or by other mutually agreeable means) as follows:

a. $385,012 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of August 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) shall be due by EPNG to PNM regardless of any past or future FERC or court decisions in that or any other proceeding; and

b. $4,159,406 will be paid for refunds in Docket No. RP10-1398-000 calculated on a payment date of August 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which PNM may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the “Final Order”), such final rates shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate,” respectively. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

a. Contract Nos. FT2BM000, FT2VD000, FT2UN000, FT2UP000

   i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements; and

   ii. Refunds, if any, associated with service under Contract Nos. FT2BM000, FT2VD000, FT2UN000, and FT2UP000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.
b. Contract Nos. FT3EQ000, FT3ER000, FT3ET000, and FT3EU000

i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from the effective date of these agreements to the effective date of the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements from the effective date of these agreements until the date the Final Usage Rate for Rate Schedule FT-1 to the New Mexico rate zone becomes the maximum effective rate; and

ii. Refunds, if any, associated with service under Contract Nos. FT3EQ000, FT3ER000, FT3ET000, and FT3EU000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

c. Contract No. H222B000 and H222M000

i. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under these agreements; and

ii. Refunds, if any, associated with service under Contract Nos. H222B000 and H222M000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

d. Contract Nos. H222W000 and H222X000

i. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from the effective date of these agreements to the effective date of the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under these agreements from the effective date of these agreements until the date the Final Usage Rate for Rate Schedule FTH-12 to the New Mexico zone becomes the maximum effective rate; and

ii. Refunds, if any, associated with service under Contract Nos. H222W000 and H222X000 for “out-of-zone” deliveries shall be based on the difference between the reservation and
usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG’s obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge PNM to recover any amounts previously refunded that are greater than the amounts ultimately owed by EPNG under a Final Order.

6. The Parties expressly acknowledge and agree that PNM is not subject to the rights of Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”), and that nothing in this Letter Agreement and/or the Contract Package shall confer any rights or obligations on the Parties under the 1996 Settlement. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights and obligations under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other present or future agreements held or which may be held at any time by PNM, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects PNM’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

__________________________
Robin J. Janes

PUBLIC SERVICE COMPANY OF NEW MEXICO

By__________________________
Name________________________
Title________________________
Date________________________
Accepted and agreed to this ______ day of May, 2015.

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

By__________________________
Name  Chris M. Meyer
Title   VP – Business Management
Date________________________
Accepted and agreed to this ______ day of May, 2015.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Public Service Company of New Mexico

Dated: July 1, 2015
Transportation Service Agreement
Rate Schedule FT-1
Dated: July 1, 2015

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:** PUBLIC SERVICE COMPANY OF NEW MEXICO

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   **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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

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

8. **Negotiated Rate Agreement:** Yes__ X ___ No________

9. **Term of Agreement:**

   Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EQ000), Contract No. FT3ER000, Contract No. FT3ET000, Contract No. FT3EU000, Contract No. H222W000, and Contract No. H222X000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such
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A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

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Albuquerque, NM 87102
Attn: Ernie Crawford

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

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IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PUBLIC SERVICE COMPANY OF NEW MEXICO

By____________________________
Name__________________________
Title__________________________
Date____________________________

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

By____________________________
Will W. Brown
Director of Marketing

Date____________________________
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Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
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Dated: July 1, 2015

Effective Dates: See ¶ 9 - October 31, 2022

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Ex. A-1
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

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1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $9.3589 stated as a monthly rate per Dekatherm.

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.

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Ex. B-1
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Public Service Company of New Mexico

Dated: July 1, 2015

Issued on: May 29, 2015

Effective on: July 1, 2015
Transportation Service Agreement
Rate Schedule FT-1
Dated: July 1, 2015

The Parties identified below, in consideration of their mutual promises, agree as follows:

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6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3ER000), Contract No. FT3EQ000, Contract No. FT3ET000, Contract No. FT3EU000, Contract No. H222W000, and Contract No. H222X000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such
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12. **Notices, Statements, and Bills:**

   - **To Shipper:** Public Service Company of New Mexico  
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PUBLIC SERVICE COMPANY OF NEW MEXICO

By____________________________
Name___________________________
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By____________________________
Will W. Brown
Director of Marketing

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PUBLIC SERVICE COMPANY OF NEW MEXICO

By____________________________

Name________________________

Title________________________

Date__________________________

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

By____________________________

Will W. Brown
Director of Marketing

Date__________________________

Issued on: May 29, 2015       Effective on: July 1, 2015
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<tbody>
<tr>
<td>BLANCO</td>
<td>216748</td>
<td>IAFTONPP</td>
<td>326660</td>
<td>NS3</td>
<td>January 24,000, February 24,000, March 24,000, April 24,000, May 24,000, June 24,000, July 24,000, August 24,000, September 24,000, October 24,000, November 24,000, December 24,000</td>
</tr>
<tr>
<td>TRANSPORTATION CONTRACT DEMAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000, 24,000</td>
</tr>
</tbody>
</table>

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: May 29, 2015  Effective on: July 1, 2015
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

<table>
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<th>Primary Receipt Point(s)</th>
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<td>As listed in Exhibit A</td>
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<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
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<td>IRIOPUER IGCNMKTZ IGLPGCNM IRLDSBRG IAFTONPP ILUNAPWR</td>
<td>5307 125879 154059 322903 326660 458899</td>
<td>See ¶ 9 - October 31, 2022</td>
<td>(1a)</td>
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<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

Issued on: May 29, 2015
Effective on: July 1, 2015
1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $9.3589 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Public Service Company of New Mexico

Dated: July 1, 2015

Issued on: May 29, 2015  Effective on: July 1, 2015
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:** PUBLIC SERVICE COMPANY OF NEW MEXICO

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes___ X___ No____

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EU000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. H222W000, and Contract No. H222X000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such
acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2022.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT2UP000 originally dated November 1, 2009.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>12,000</td>
<td>July 1, 2015 – October 31, 2022</td>
</tr>
</tbody>
</table>

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

   **To Shipper:** Public Service Company of New Mexico  
   2401 Aztec Road, NE MS Z180  
   Albuquerque, NM 87107  
   Attn: Ernie Crawford

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PUBLIC SERVICE COMPANY OF NEW MEXICO

By____________________________
Name__________________________
Title__________________________
Date___________________________

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

By____________________________
Will W. Brown
Director of Marketing

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

El Paso Natural Gas Company, L.L.C.
Part VII: Non-Conforming
Section 83.1 - Public Service Company of NM #FT3EU000 Exh A
Version 0.0.0

Agreement No. FT3EU000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

Effective Dates: See ¶ 9 - October 31, 2022

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|-------------------|-------------------------------------------------------------|---------------------|-----------|---------|---------|------|-----|-----|-----|-----|------|--------|-----------|---------|----------|----------|
| BLANCO                                                      | 216748            | IAFTONPP                                                   | 326660              | NS3       | 10,300  | 12,000  | 12,000| 12,000| 12,000| 12,000| 12,000| 12,000| 12,000  | 12,000   |
| BLANCO                                                      | 216748            | IAFTONPP                                                   | 326660              | CC1       | 1,700   |         |       |       |       |       |       |       |         |           |

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

| TRANSPORTATION CONTRACT DEMAND | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 |

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: May 29, 2015
Effective on: July 1, 2015
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

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### Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s)) / Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))

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<td>5307 125879 154059 322903 326660 458899</td>
<td>See ¶ 9 - October 31, 2022</td>
<td>(1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

Issued on: May 29, 2015                  Effective on: July 1, 2015
1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $9.3589 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Public Service Company of New Mexico

Dated: July 1, 2015

Issued on: May 29, 2015
Effective on: July 1, 2015
Transportation Service Agreement
Rate Schedule FT-H
Dated: July 1, 2015

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:** PUBLIC SERVICE COMPANY OF NEW MEXICO

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222W000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. FT3EU000 and Contract No. H222X000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of...

Issued on: May 29, 2015
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the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on October 31, 2022.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H222B000 originally dated April 1, 2009, and last amended and restated by agreement dated February 1, 2011.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tr>
<td>17,500</td>
<td>July 1, 2015 – October 31, 2022</td>
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12. **Notices, Statements, and Bills:**

To Shipper:
Public Service Company of New Mexico
2401 Aztec Road, NE MS Z180
Albuquerque, NM 87102
Attn: Ernie Crawford

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PUBLIC SERVICE COMPANY OF NEW MEXICO

By____________________________
Name__________________________
Title__________________________
Date__________________________

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

By____________________________
Will W. Brown
Director of Marketing

Date____________________________
EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

Effective Dates: See ¶ 9 - October 31, 2022

| Primary Receipt Point(s) / (Location(s) (Scheduling Code(s) | Receipt DRN Code(s) | Primary Delivery Point(s) / (Location(s) (Scheduling Code(s) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December | Delivery Pressure (p.s.i.g.) Not less than 2/ | Delivery Pressure (p.s.i.g.) Not greater than 2/ |
| KEYSTONE | 216750 | ILRDSBRG | 322903 | SS1 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 610 |
| TRANSPORTATION CONTRACT DEMAND |  |  |  |  | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 | 17,500 |

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1
EXHIBIT B
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Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
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 $10.9196 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Public Service Company of New Mexico

Dated: July 1, 2015
Agreement No. H222X000

Transportation Service Agreement
Rate Schedule FT-H
Dated: July 1, 2015

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**: PUBLIC SERVICE COMPANY OF NEW MEXICO

3. **Applicable Tariff**: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference**: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

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

8. **Negotiated Rate Agreement**: Yes X No

9. **Term of Agreement**:

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222X000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. FT3EU000 and Contract No. H222W000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of

Issued on: May 29, 2015
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This Agreement shall terminate on October 31, 2022.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H222M000 originally dated November 1, 2009, and last amended and restated by agreement dated February 1, 2011.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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</thead>
<tbody>
<tr>
<td>6,000</td>
<td>July 1, 2015 – October 31, 2022</td>
</tr>
</tbody>
</table>

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

   To Shipper:
   
   Public Service Company of New Mexico  
   2401 Aztec Road, NE MS Z180  
   Albuquerque, NM 87102  
   Attn: Ernie Crawford

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

13. **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.

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.

Issued on: May 29, 2015  
Effective on: July 1, 2015
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PUBLIC SERVICE COMPANY OF NEW MEXICO

By__________________________________________  
Name________________________________________  
Title________________________________________  
Date__________________________________________  

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

By__________________________________________  
Will W. Brown  
Director of Marketing  
Date__________________________________________  

Issued on: May 29, 2015  
Effective on: July 1, 2015
EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

Effective Dates: See ¶ 9 - October 31, 2022

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<th>Receipt DRN Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
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<th>Delivery Pressure (p.s.i.g.) Not less than 2/</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: May 29, 2015

Effective on: July 1, 2015
### EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and Public Service Company of New Mexico (Shipper)
Dated: July 1, 2015

<table>
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<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
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<td><strong>Receipt DRN Code(s)</strong></td>
<td><strong>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</strong></td>
<td><strong>Delivery DRN Code(s)</strong></td>
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<td><strong>Usage Rate 1/</strong></td>
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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
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 $10.9196 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
November 23, 2015

Mr. Gary Murray  
New Mexico Gas Company, Inc.  
Director, Gas Supply & Market Origination  
7120 Wyoming Blvd NE  
Albuquerque, NM  87109

Dear Gary:

El Paso Natural Gas Company, L.L.C. (“EPNG”) currently transports natural gas for New Mexico Gas Company, Inc. (“NMG”) (EPNG and NMG are individually referred to herein as “Party” and jointly referred to herein as “Parties”) under firm transportation service agreements EPNG Contract Nos. FT27L000, FT27N000, FT27Q000, FT34W000, FT3FR000 and FT34X000. This letter agreement (“Letter Agreement”), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing issues and restructure NMG’s and EPNG’s transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed new agreements that, when effective, will supersede and cancel Contract Nos. FT27L000 (to be replaced by Contract No. FT3FX000), FT27N000 (the capacity of which will be included in Contract Nos. FT3FX000 and FT3FY000), FT27Q000 (the capacity of which will be included in Contract Nos. FT3FV000, FT3FW000, and FT3FX000), FT34W000 (the capacity of which will be included in Contract Nos. FT3FV000 and FT3FW000), FT3FR000 (to be replaced by Contract No. FT3FV000) and FT34X000 (the capacity of which will be included in Contract Nos. FT3FV000 and FT3FW000). Additionally, upon its completion, the newly constructed delivery point described in Paragraph 4 below will be included in Contract No FT3FW000. The new Contract Nos. FT3FV000, FT3FW000, FT3FX000 and FT3FY000 shall be collectively referred to herein as the “Contract Package”.

2. Within twenty (20) calendar days following the execution of this Letter Agreement between EPNG and NMG and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.
3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first day of the month after FERC accepts and/or approves this Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and this Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first day of the month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), EPNG and NMG shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the agreements comprising the Contract Package.

4. After this Letter Agreement becomes effective pursuant to Paragraph 3 above, a new interconnect referred to as the Odoe Delivery Meter Station to supplement gas supply currently obtained by NMG will be installed and constructed on EPNG’s Line No. 1212 in San Juan County, New Mexico at approximately Mile Post 3+4600. EPNG shall be responsible for, and bear the costs of, constructing and installing, or causing to have constructed and installed, a 10-inch hot tap, an 8-inch check valve, a flow computer, transmitters, communication equipment, and a climate-controlled building, a gas chromatograph, a flow control valve set-point equipment, and cathodic protection equipment for EPNG’s facilities. EPNG shall own these facilities. Except for the payment from EPNG to NMG specifically provided for by this Paragraph 4, NMG shall be responsible for, and bear the costs of, constructing and installing, or causing to have constructed and installed, an 8-inch ultrasonic meter with the capability of measuring 18.5 to 125 MMcf per day, associated piping, a coalescing filter separator, cathodic protection for NMG facilities, flow control equipment, and any other equipment as is necessary. NMG shall own these facilities. Contemporaneously with the execution of this Letter Agreement and the Contract Package, the Parties have executed an interconnect agreement for the Odoe Delivery Meter Station ("Interconnect Agreement"). EPNG shall pay NMG the sum of one million dollars ($1,000,000) by wire transfer or other mutually agreeable means at the same time as the refunds are paid under Paragraph 5(b) in this Letter Agreement.
for NMG’s costs for the materials and services associated with the construction of the Odoe Delivery Meter Station. NMG estimates that EPNG’s payment represents approximately eighty percent of NMG’s costs of constructing and installing the new Odoe Delivery Meter Station; however, the amount of EPNG’s payment to NMG shall not change for any reason including, but not limited to, the circumstances where the actual cost of the meter station varies from the estimated cost or changes occur in the estimates of the costs. The operator of the Odoe Delivery Meter Station facilities is specified by the Interconnect Agreement. Additionally, EPNG will construct and install, or cause to have constructed and installed facilities to maintain a minimum pressure commitment at the Odoe Delivery Meter Station of 750 per square inch gauge. EPNG shall own and operate these facilities. EPNG or its designee or agent shall use commercially reasonable efforts to construct the above-referenced interconnect facilities for which it is responsible to construct by November 1, 2016, including seeking all necessary governmental authorizations as soon as reasonably practicable following execution of the Interconnect Agreement. The Interconnect Agreement includes provisions as appropriate for, and consistent with, an interconnect agreement. Finally, the Parties will use commercially reasonable efforts to enter into an Operational Balancing Agreement that includes the Odoe Delivery Meter Station with terms similar to other operational balancing agreements between EPNG and NMG at similar delivery points.

5. Refunds shall be paid under this Letter Agreement as follows:

   a. Pursuant to Paragraph 7, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 (“1996 Settlement”).

   b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay NMG refunds for any and all agreements that have expired, or that are currently effective, or that comprise the Contract Package (collectively all such agreements are referred to herein as “Refund Agreements”) by wire transfer (or other mutually agreeable means) as follows:

      i. $2,865,071.95 for refunds in Docket No. RP10-1398-000 (a reference in this Letter Agreement to a root docket, e.g., Docket No. RP10-1398-000 shall include any sub-dockets, e.g., Docket No. RP10-1398-0017) calculated on a payment date of February 12, 2016. If the payment occurs after that date, EPNG will calculate the additional interest accruing after February 12, 2016 using the applicable FERC interest rate and pay such interest accruing after that date until the date paid.

      ii. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 6 of this Letter Agreement. Paragraph 6 of this Letter Agreement shall be the sole means by which NMG may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 5.
6. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the “Final Order”), such final rates shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate,” respectively. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract Nos. FT27L000, FT34X000, FT34Y000 (Contract No. FT34Y000 terminated on February 28, 2013) and FT3FR000:

      i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements, EPNG shall pay NMG additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements; and

      ii. Refunds, if any, associated with service under Contract Nos. FT27L000, FT34X000, FT34Y000 and FT3FR000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

   b. Contract Nos. FT3FV000 and FT3FX000:

      i. Refunds, if any, associated with service under Contract Nos. FT3FV000 and FT3FX000 for daily authorized overrun deliveries and “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

   c. Contract Nos. FT34W000 and FT34Y000:

      i. If the Final Usage Rate under Rate Schedule FT-1 in the Production Area rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay NMG additional refunds associated with these agreements for deliveries to the Production Area rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Production Area rate zone and the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements; and

      ii. Refunds, if any, associated with service under Contract Nos. FT34W000 and FT34Y000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.
d. Contract No. FT3FW000:
   
i. Refunds, if any, associated with service under Contract No. FT3FW000 for daily authorized overrun deliveries and “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

e. Contract No. FT3FY000:
   
i. Refunds, if any, associated with service under Contract No. FT3FY000 for daily authorized overrun deliveries and “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

f. Contract No. H222F000 (this agreement terminated on March 31, 2012):
   
i. If the Final Usage Rate under the Twelve Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as “Rate Schedule FTH-12”) in the New Mexico rate zone is lower than the actual usage rate paid under this agreement from April 1, 2011 through the termination date of this agreement, EPNG shall pay NMG additional refunds associated with this agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under this agreement from April 1, 2011 through the termination date of this agreement; and

   ii. Refunds, if any, associated with service under Contract No. H222F000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

g. Refunds, if any, due under Paragraph 6 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 that is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 6 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG’s obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge NMG to recover any amounts previously refunded that are greater than the amounts ultimately owed by EPNG under a Final Order.
7. Upon the Effective Date of this Letter Agreement, NMG agrees for now and forever, that Article XI of the 1996 Settlement and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to NMG. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by NMG, its predecessors-in-interest, assignees or successor-in-interests.

8. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

9. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

10. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 9, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

11. The Parties agree that after the Effective Date of this Letter Agreement, changes to the terms of this Letter Agreement unilaterally proposed by either Party shall be subject to the more rigorous application of the statutory “just and reasonable” standard of review that is often characterized as the Mobile-Sierra “public interest” standard.

If this Letter Agreement reflects NMG’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

______________________________
Robin J. Janes
Account Director
NEW MEXICO GAS COMPANY, INC.        EL PASO NATURAL GAS COMPANY, L.L.C.

Signature: ___________________________  Signature: ___________________________
Name: ______________________________  Name: Will W. Brown
Title: ______________________________  Title: Vice President, Business Management
Date: ______________________________  Date: ______________________________
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

New Mexico Gas Company, Inc.

Dated: January 1, 2016
Transportation Service Agreement
Rate Schedule FT-1
Dated: January 1, 2016

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:** NEW MEXICO GAS COMPANY, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

   (a) **Effective Date.** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000, Contract No. FT3FW000, Contract No. FT3FX000 and Contract No. FT3FY000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or Conditions; or (ii)
modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.

(b) **Termination Date.** This Agreement shall terminate five (5) Years from the Effective Date.

(c) **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

(d) **Construction of Facilities.** As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station ("Odoe Meter") is being installed and constructed on EPNG’s Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station ("Pressure Facilities"). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the “Facilities Availability Date.” The Odoe Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties:
   - Agreement No. FT27Q000 originally dated August 6, 2007 as last amended and restated by agreement dated January 1, 2010,
   - Agreement No. FT34W000 originally dated November 1, 2011 as last amended and restated by agreement dated March 1, 2013,
   - Agreement No. FT34X000 originally dated November 1, 2011 as last amended and restated by agreement dated March 1, 2013, and
   - Agreement No. FT3FR000 originally dated November 1, 2015.
11. **Transportation Contract Demand ("TCD"):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<td>November</td>
</tr>
<tr>
<td>99,758</td>
<td>December</td>
</tr>
</tbody>
</table>

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

**To Shipper:**
New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC1
Albuquerque, NM  87199-7500
Attn:  Gas Supply

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

13. **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.

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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

NEW MEXICO GAS COMPANY, INC.

By ____________________________
Name __________________________
Title __________________________
Date __________________________

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

By ____________________________
Will W. Brown
Vice President of Business Management

Date __________________________
**El Paso Natural Gas Company, L.L.C.**

**FERC Gas Tariff**

**Third Revised Volume No. 1A**

**Part VII: Non-Conforming**

Section 87.1 - New Mexico Gas Company #FT3FV000 Exhibit A

**Version 0.0.0**

**Agreement No. FT3FV000**

**EXHIBIT A**

To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)

Dated: January 1, 2016

**Effective Dates:** See ¶9 - December 31, 2016

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|--------------------|-------------------------------------------------------------|---------------------|----------|---------|---------|------|------|-----|------|------|-------|--------|-----------|----------|----------|----------|
| BONDADST                                                   | 340827             | IGCNMLSK                                                   | 198177              | NN3      | 28,300  | 40,200  | 40,200| 23,000| 10,000| 10,000| 10,000| 10,000| 10,000  | 23,000    | 40,200   | 40,200   |
| BLANCO                                                     | 216748             | IGCNMLSK                                                   | 198177              | NN3      | 11,900  |         |      |      |     |      |     |      |     |         |           |          |          |          |
| BLANCO                                                     | 216748             | DGCNMSJX                                                   | 216758              | NN3      | 12,966  | 12,966  | 12,966| 8,905 | 5,884| 5,884| 5,884| 5,884| 5,884   | 8,905     | 12,966   | 12,966   |
| BLANCO                                                     | 216748             | DGCNMFAR                                                   | 25453               | NN3-AN1  | 15,000  | 15,000  | 15,000| 12,800| 6,400| 6,400| 6,400| 6,400| 6,400   | 12,800    | 15,000   | 15,000   |
| KEYSTONE                                                   | 216750             | IRIOPUER                                                   | 5307                | SN2      | 32,333  | 31,549  | 31,771| 10,000|     |     |     |     |     |     |         |           | 10,000   | 31,817   | 31,592   |
| **TRANSPORTATION CONTRACT DEMAND**                        |                    |                                                            |                     |          | 100,499 | 99,715  | 99,937| 54,705| 22,284| 22,284| 22,284| 22,284| 22,284   | 54,705    | 99,983   | 99,758   |

**Effective Dates:** January 1, 2017 - See ¶9

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt DRN Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|--------------------|-------------------------------------------------------------|---------------------|----------|---------|---------|------|------|-----|------|------|-------|--------|-----------|----------|----------|----------|
| BONDADST                                                   | 340827             | IGCNMLSK                                                   | 198177              | NN3      | 40,200  | 40,200  | 40,200| 23,000| 10,000| 10,000| 10,000| 10,000| 10,000  | 23,000    | 40,200   | 40,200   |

**Effective Dates:** January 1, 2017 - See ¶9

**Maxium Quantity - Meter (Dth/d) 1/**

**Issued on:** November 25, 2015

**Effective on:** January 1, 2016
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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1
Effective Dates: See ¶9

| Primary Delivery Point(s)/Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Meter No. | Meter DRN Code(s) | Description | January | February | March | April | May | June | July | August | September | October | November | December | Delivery Pressure (p.s.i.g.) Not less than 3/ | Delivery Pressure (p.s.i.g.) Not greater than 3/ |
|-----------------------------------------------------------|----------------------|-----------|------------------|-------------|----------|----------|-------|-------|-----|------|------|-------|--------|-----------|-----------|----------|----------|--------------------------------|--------------------------------|
| DGCNMFR                                                  | 25453                | 30088     | 30088 29         | CLOVIS TAKE OFF | 3,129    | 3,129    | 3,129 | 2,638 | 1,650 | 1,649 | 1,649 | 1,649 | 1,649 | 2,638   | 3,129    | 3,129    | 300                  | 400                  |
| DGCNMSJX                                                | 216758               | 14962     | 272872           | North Belen Del Pt. | 68       | 68       | 68    | 68    | 56   | 56   | 56   | 56   | 29     | 68      | 68       | 400                  | 70                   |
| DGCNMSJX                                                | 216758               | 20338     | 14655            | VIRGIL M JOHNSON  | 341      | 341      | 341   | 297   | 280  | 280  | 280  | 280  | 280   | 296     | 341      | 341      | 100                  | 3                      |
| DGCNMSJX                                                | 216758               | 20397     | 14678            | BURNELL COMPANY  | 512      | 512      | 512   | 445   | 420  | 420  | 420  | 420  | 420   | 444     | 512      | 512      | 100                  | 70                   |
| DGCNMSJX                                                | 216758               | 20596     | 125852           | WOMEN'S CORR FACILITY | 2,095   | 2,095    | 2,095 | 2,638 | 1,650 | 1,650 | 1,650 | 1,650 | 1,650 | 2,639  | 2,095    | 2,095    | 70                   | 280                  |
| DGCNMSJX                                                | 216758               | 30076     | 151518           | GRANTS          | 645      | 645      | 645   | 645   | 148  | 140  | 140  | 140  | 140   | 148     | 645      | 645      | 70                   | 280                  |
| DGCNMSJX                                                | 216758               | 30219     | 14695            | MAIN LINE TAPS GRANTS | 27      | 27       | 27    | 27    | 24   | 22   | 22   | 22   | 22    | 24     | 27       | 27       | 70                   | 280                  |
| DGCNMSJX                                                | 216758               | 30300     | 14698            | HOMESTAKE       | 20       | 20       | 20    | 18    | 17   | 17   | 17   | 17   | 17    | 18     | 20       | 20       | 70                   | 280                  |
| DGCNMSJX                                                | 216758               | 30984     | 14670            | BELEN           | 6,129    | 6,129    | 6,129 | 2,638 | 1,649 | 1,650 | 1,650 | 1,650 | 1,650 | 2,639  | 6,129    | 6,129    | 280                  | 625                  |
| DGCNMSJX                                                | 216758               | 31975     | 43562            | BELEN 2         | 198177   | 14848    | 475235 | EPNG TO PNM LUSK | 5307   | 55584  | 475253 | RIO PUERCO - EPNG TO GCGNM | 12,966  | 12,966   | 12,966 | 8,905 | 5,884 | 5,884 | 5,884 | 5,884 | 5,884 | 5,884 | 8,905 | 12,966 | 12,966 |

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

<table>
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<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>See ¶9</td>
<td>(1b)</td>
<td>(1a)</td>
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<th>Receipt DRN Code(s)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery DRN Code(s)</th>
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<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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Issued on: November 25, 2015
Effective on: January 1, 2016
| STML SJN | 216822 |
| STML ANA | 216823 |
| STML PER | 216824 |

| IRIOPUER | 5307 |
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| IGCNMKTZ | 125879 |
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| IGGNMLSK | 198177 |
| DGCNMAFT | 216755 |
| DGCNMAGAL | 216756 |
| DGCNMSJT | 216757 |
| DGCNMSJX | 216758 |
| DGCNMELP | 216759 |
| DPNMTATU | 216763 |
| DPNM HUR | 310410 |
| DGCNMEP1 | 475617 |
| DPNM HRE | 475618 |
| DPNM TYR | 475619 |
| DGCNMTOC | 475624 |
| DGCNMAT1 | 475640 |
| DSTERESA | 775771 |
| IKEYSTOR | 337906 |
| DWGI EP1 | 475631 |
| DWGI AT2 | 475637 |
| ODOE | TBD |

See ¶9 (1b) (1a)

Ex. B-1
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter’s Tariff. The negotiated usage rate shall be $0.0148 per Dekatherm for the New Mexico rate zone, $0.0032 per Dekatherm for the Production Area rate zone and $0.0138 per Dekatherm for the Texas rate zone.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $4.7298 per Dekatherm per Month.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Issued on: November 25, 2015

Effective on: January 1, 2016
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

New Mexico Gas Company, Inc.

Dated: January 1, 2016
Transportation Service Agreement

Rate Schedule FT-1

Dated: January 1, 2016

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:** NEW MEXICO GAS COMPANY, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No________

9. **Term of Agreement:**

   (a) **Effective Date.** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000), Contract No. FT3FV000, Contract No. FT3FY000 and Contract No. FT3FX000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii)
modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.

(b) **Termination Date.** This Agreement shall terminate five (5) Years from the Effective Date.

(c) **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

(d) **Construction of Facilities.** As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station (“Odoe Meter”) is being installed and constructed on EPNG’s Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station (“Pressure Facilities”). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the “Facilities Availability Date.” The later of November 1, 2016 or the Facilities Availability Date shall be referred to in this Agreement as the “Service Date.” Exhibits A and B to this Agreement incorporate the new Odoe Delivery Meter Station upon the Service Date. For clarity, neither the Facilities Availability Date nor the Service Date shall delay or in any way affect the Effective Date under this Agreement.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

11. **Transportation Contract Demand (“TCD”):**

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Issued on: November 25, 2015
Effective on: January 1, 2016
12. **Notices, Statements, and Bills:**

**To Shipper:** New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC1
Albuquerque, NM  87199-7500
Attn: Gas Supply

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

13. **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.

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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**NEW MEXICO GAS COMPANY, INC.**

By__________________________________
Name________________________________
Title_________________________________
Date__________________________________

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

By__________________________________
Name_______________________________
Title_______________________________
Date_______________________________

Issued on: November 25, 2015  Effective on: January 1, 2016
## Effective Dates: The Effective Date as defined in Paragraph 9 through the earlier of i) the Day before the Service Date or ii) the end of the term of this Agreement

<table>
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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt DRN Code(s)</th>
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Effective Dates: The Service Date through the remaining term of this Agreement

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<th>Receipt DRN Code(s)</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1
## EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

**Effective Dates:** The Effective Date as defined in Paragraph 9 through the earlier of i) the Day before the Service Date or ii) the end of the term of this Agreement.

| Primary Delivery Point(s)/Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Meter No. | Contract Meter Quantity (CMQ(s)) 2/ | Description | January | February | March | April | May | June | July | August | September | October | November | December | Delivery Pressure (p.s.i.g.) Not less than 3/ | Delivery Pressure (p.s.i.g.) Not greater than 3/ |
|----------------------------------------------------------|----------------------|----------|------------------------------------|-------------|---------|---------|-------|------|-----|------|-----|-------|------|---------|-----------------|-----------------------------|-----------------------------|
| DGCNMGAL                                                | 216756               | 20339    | 14599                             | THOREAU     | 989     | 989     | 989   | 865  | 554 | 554  | 554  | 554  | 865  | 989     | 989                           | 200                          |
| DGCNMGAL                                                | 216756               | 20517    | 14575                             | FT WINGATE ARMY DEPOT | 1,439   | 1,439   | 1,439 | 1,258 | 626 | 626  | 626  | 626  | 1,258 | 1,439   | 1,439                         | 200                          |
| DGCNMGAL                                                | 216756               | 30087    | 14589                             | GALLUP CITY GATE 1 | 4,496   | 4,496   | 4,495 | 2,947 | 626 | 626  | 626  | 626  | 2,947 | 4,496   | 4,496                         | 100                          |
| DGCNMGAL                                                | 216756               | 30218    | 14582                             | MAIN LINETAPS GALLUP | 99      | 99      | 99    | 79   | 50  | 50   | 50   | 50   | 79   | 99     | 99                             | 99                           |
| DGCNMGAL                                                | 216756               | 30570    | 14573                             | FT WINGATE INDIAN SCHOOL | 5,735   | 5,735   | 5,736 | 3,333 | 626 | 626  | 626  | 626  | 3,333 | 5,735   | 5,735                         | 200                          |
| DGCNMGAL                                                | 216756               | 31553    | 14579                             | GSSLUP CITY GATE 2 | 938     | 938     | 938   | 666  | 666 | 666  | 666  | 666  | 938  | 938     | 938                           | 100                          |
| DGCNMSJT                                                | 216757               | 20219    | 14634                             | CARIBOU-FOUR CORNER OIL | 2,737   | 2,737   | 2,737 | 2,738 | 1,943 | 1,943 | 1,943 | 1,943 | 1,943 | 2,737  | 2,737   | 2,737                         | 300                          |
| DGCNMSJT                                                | 216757               | 20473    | 14627                             | MAIN LINE TAPS GALLUP | 31      | 31      | 31    | 23   | 17  | 17   | 17   | 17   | 17   | 31    | 31      | 31                             | 31                           |

**CONTRACT METER QUANTITY (CMQ(s))**

| Contract Meter Quantity (CMQ(s)) | 19,758 | 19,758 | 19,758 | 15,482 | 8,382 | 8,382 | 8,382 | 8,382 | 8,382 | 8,382 | 8,382 | 8,382 | 15,482 | 19,758 | 19,758 |

_Ex. A-2_
**El Paso Natural Gas Company, L.L.C.**  
FERC Gas Tariff  
Third Revised Volume No. 1A

**Part VII: Non-Conforming**  
Section 88.1 - New Mexico Gas Company #FT3FW000 Exhibit A  
Version 0.0.0

**Agreement No. FT3FW000**

**EXHIBIT A**

To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and New Mexico Gas Company, Inc. (Shipper)

Dated: January 1, 2016

**Effective Dates:** The Service Date through the remaining term of this Agreement

| Primary Delivery Point(s) Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Meter No.  | Meter DRN Code(s) | Description | January | February | March | April | May | June | July | August | September | October | November | December |
| DGCNMGA | 216756 | 20339 | 14599 | THOREAU | 989 | 989 | 989 | 865 | 554 | 554 | 554 | 554 | 865 | 989 | 989 | 200 |
| DGCNMGA | 216756 | 20517 | 14575 | FT WINGATE ARMY DEPOT | 4,496 | 4,496 | 4,495 | 2,947 | 626 | 626 | 626 | 626 | 626 | 2,947 | 4,496 | 4,496 |
| DGCNMGA | 216756 | 30087 | 14589 | GALLUP CITY GATE 1 | 99 | 99 | 99 | 79 | 50 | 50 | 50 | 50 | 79 | 99 | 99 |
| DGCNMGA | 216756 | 30218 | 14582 | MAIN LINETAPS GALLUP | 1,439 | 1,439 | 1,439 | 1,258 | 626 | 626 | 626 | 626 | 626 | 1,258 | 1,439 | 1,439 |
| DGCNMGA | 216756 | 30570 | 14573 | MAIN LINETAPS GALLUP (p.s.i.g.) | 5,735 | 5,735 | 5,735 | 3,333 | 626 | 626 | 626 | 626 | 626 | 3,333 | 5,735 | 5,735 |
| DGCNMSJT | 216757 | 20219 | 14634 | FRUITLAND KIRTLAND | 938 | 938 | 938 | 938 | 666 | 666 | 666 | 666 | 938 | 938 | 938 | 100 |
| DGCNMSJT | 216757 | 20473 | 14627 | CARIBOU-FOUR CORNER OIL | 2,737 | 2,737 | 2,737 | 2,737 | 1,943 | 1,943 | 1,943 | 1,943 | 1,943 | 2,737 | 2,737 | 2,737 |
| DGCNMSJT | 216757 | 20743 | 14627 | CARIBOU-FOUR CORNER OIL | 31 | 31 | 31 | 31 | 17 | 17 | 17 | 17 | 17 | 17 | 31 | 31 | 31 |
| IGCNMKTZ | 125879 | 14193 | 125879 | KUTZ DELIVERY | 600 |
| IGPLPGCNM | 154059 | 03962 | 154059 | Gallup meter sta GCNM NM | 750 |
| IKEYSTOR | 337906 | 14559 | 475484 | El Paso to Unocal Keystone BIDIR | 750 |
| ODOE | TBD | TBD | TBD | TBD | 750 |

**Contract Meter Quantity (CMQ(s))**

| Contract Meter Quantity (CMQ(s)) | 19,758 | 19,758 | 19,758 | 15,482 | 8,382 | 8,382 | 8,382 | 8,382 | 8,382 | 15,482 | 19,758 | 19,758 |

Issued on: November 25, 2015  
Effective on: January 1, 2016
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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3
Agreement No. FT3FW000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

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<td>See ¶9</td>
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Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s)) | Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery DRN Code(s) | Effective Dates | Reservation Rate 1/ | Usage Rate 1/ | Fuel 2/ | Surcharges 3/ |
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See ¶9 (1b) (1a) 

Ex. B-1
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter’s Tariff. The negotiated usage rate shall be $0.0148 per Dekatherm for the New Mexico rate zone, $0.0032 per Dekatherm for the Production Area rate zone and $0.0138 per Dekatherm for the Texas rate zone.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $3.3823 per Dekatherm per Month.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Exhibit B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016
Firm Transportation Service Agreement  
Rate Schedule FT-1  

between  

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

and  

New Mexico Gas Company, Inc.  

Dated: January 1, 2016
Transportation Service Agreement
Rate Schedule FT-1
Dated: January 1, 2016

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:** NEW MEXICO GAS COMPANY, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X No

9. **Term of Agreement:**

   (a) **Effective Date:** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000, Contract No. FT3FV000, Contract No. FT3FW000 and Contract No. FT3FY000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii)
modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.

(b) **Primary Term.** The primary term of this Agreement shall end five (5) years from the Effective Date and this five-year period shall constitute the “Primary Term” of this Agreement.

(c) **Partial Evergreen.** After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement (“Table B Capacity”) from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the “Partial Evergreen Clause.” For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement (“Table A Capacity”) and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 9(c).

(d) **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the General Terms and Conditions if the Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after the Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 9(c), Partial Evergreen Clause.

(e) **Construction of Facilities.** As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station (“Odoe Meter”) is being installed and constructed on EPNG’s Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station (“Pressure Facilities”). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the “Facilities Availability Date.” The Odoe Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.
10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties:

Agreement No. FT27L000 originally dated August 6, 2007 as last amended and restated by agreement dated November 1, 2011, and

Agreement No. FT27N000 originally dated August 6, 2007 as last amended and restated by agreement dated August 1, 2008.

11. **Transportation Contract Demand (“TCD”):**

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

**To Shipper:** New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC1
Albuquerque, NM 87199-7500
Attn: Gas Supply

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

13. **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.

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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

NEW MEXICO GAS COMPANY, INC.

By____________________________________
Name____________________________________
Title____________________________________
Date____________________________________

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

By____________________________________
Name Will W. Brown
Title Vice President of Business Management
Date____________________________________
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas Company #FT3FX000 Exhibit A
Version 0.0.0

Agreement No. FT3FX000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

Effective Dates: Primary Term (See ¶9)
(Table A)

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Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶9)
(Table B)

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**TRANSPORTATION CONTRACT DEMAND (See ¶11)**

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Issue: November 25, 2015

Effective: January 1, 2016
### EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

Effective Dates: Primary Term (See ¶9)
(For Table A)

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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/
### Agreement No. FT3FX000
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and New Mexico Gas Company, Inc. (Shipper)

Dated: January 1, 2016

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶9)

(For Table B)

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Issued on: November 25, 2015  Effective on: January 1, 2016
### CONTRACT METER QUANTITY (CMQ(s))

| DGCNMELP | 216759 | 20320 | 125853 | Berino NM | 208 | 217 | 252 | 132 | 174 | 174 | 174 | 331 | 253 | 372 | 343 | 80 |
| DGCNMELP | 216759 | 20395 | 475230 | ENCHANTED HILLS NM | 247 | 257 | 299 | 132 | 70 | 70 | 70 | 66 | 127 | 292 | 270 |
| DGCNMELP | 216759 | 20600 | 475229 | Bejarano Tap Order | 216759 | 475617 | 31976 | 22038 | SUNLAND PARK | 200 |
| DPNM HUR | 310410 | 20402 | 14429 | Reese Mining & MFG Co | 85 | 85 | 85 | 33 | 32 | 32 | 32 | 32 | 33 | 85 | 85 | 20 |
| DPNM HUR | 310410 | 30054 | 14423 | Silver City New Mexico | 7,016 | 7,016 | 7,016 | 3,279 | 1,714 | 1,714 | 1,714 | 1,714 | 3,279 | 7,016 | 7,016 | 125 |
| DPNM TYR | 475619 | 20490 | 14430 | Tyrone Subdivision NM | 60 |
| DPNMTATU | 216763 | 20192 | 14535 | TATUM | 30 |
| DPNMTATU | 216763 | 30215 | 14534 | ML TAPS TATUM | 34 |

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3
## EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

<table>
<thead>
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<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<th>Receipt DRN Code(s)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
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Issued on: November 25, 2015

Effective on: January 1, 2016
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See ¶9 (1b) (1a)  

Ex. B-1
El Paso Natural Gas Company, L.L.C.

FERC Gas Tariff

Third Revised Volume No. 1A

Part VII: Non-Conforming

Section 89.2 - New Mexico Gas Company FT3FX000 Exhibit B

Version 0.0.0

Exhibit B

To The

Transportation Service Agreement

between

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

and New Mexico Gas Company, Inc. (Shipper)

Dated: January 1, 2016

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be $0.0148 per Dekatherm for the New Mexico rate zone, $0.0032 per Dekatherm for the Production Area rate zone and $0.0138 per Dekatherm for the Texas rate zone.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $8.1063 per Dekatherm per Month during calendar year 2016, $8.1382 per Dekatherm per Month during calendar year 2017, $8.1704 per Dekatherm per Month during calendar year 2018, $8.2029 per Dekatherm per Month during calendar year 2019, and $8.2358 per Dekatherm per Month during calendar year 2020. The negotiated reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter’s Tariff. The discounted rate applicable after the end of the Primary Term shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be $7.0650 per Dekatherm per Month for 2021 and thereafter on January 1 of each Year be the previous calendar year’s Escalated Rate escalated by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2022 for calendar year 2022, the Escalated Rate shall be $7.1357 per Dekatherm per Month which is the product of $7.0650 multiplied by 1.01 (which is $7.13565) and rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Issued on: November 25, 2015 Effective on: January 1, 2016
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

New Mexico Gas Company, Inc.

Dated: January 1, 2016

Issued on: November 25, 2015  Effective on: January 1, 2016
Transit Transportation Service Agreement
Rate Schedule FT-1
Dated: January 1, 2016

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:** NEW MEXICO GAS COMPANY, INC.
3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate Agreement:** Yes X No ________
9. **Term of Agreement:**
   (a) **Effective Date:** Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000), Contract No. FT3FV000, Contract No. FT3FW000 and Contract No. FT3FX000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii)
modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date (“Modification Date”) shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC’s approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.

(b) **Primary Term.** The primary term of this Agreement shall end five (5) Years from the Effective Date and this five-Year period shall constitute the “Primary Term” of this Agreement.

c) **Unilateral Evergreen.** After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.

d) **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

e) **Construction of Facilities.** As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station (“Odoe Meter”) is being installed and constructed on EPNG’s Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station (“Pressure Facilities”). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the “Facilities Availability Date.” The Odoe Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

11. **Transportation Contract Demand (“TCD”):**

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

**To Shipper:** New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC1
Albuquerque, NM 87199-7500
Attn: Gas Supply

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

13. **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.

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. Upon the Effective Date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

---

**NEW MEXICO GAS COMPANY, INC.**

By____________________________
Name_________________________
Title__________________________
Date__________________________

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

By____________________________
Name_________________________
Title__________________________
Date__________________________

---

Issued on: November 25, 2015
Effective on: January 1, 2016
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

Effective Dates: See ¶9

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Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1
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<th>Primary Receipt Point(s)</th>
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Issued on: November 25, 2015

Effective on: January 1, 2016
| STML SJN | STML ANA | STML PER | IRIOPUER | DGCNMALA | DGCNMFAR | DGCNMDUG | IGCNMKTZ | IGLPGCNM | IGCNMLSK | DGCNMAFT | DGCNMGAL | DGCNMSJT | DGCNMSJX | DGCNMELP | DPNMTATU | DPNM HUR | DGCNMEP1 | DPNM HRE | DPNM TYR | DGCNMTOC | DGCNMAT1 | DSTERESA | IKEYSTOR | DWGI EP1 | DWGI AT2 | ODOE | TBD |
|---------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
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See ¶9 (1b) (1a)

Ex. B-1
Section 90.2 - New Mexico Gas Company #FT3FY000 Exhibit B

Agreement No. FT3FY000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be $0.0148 per Dekatherm for the New Mexico rate zone, $0.0032 per Dekatherm for the Production Area rate zone and $0.0138 per Dekatherm for the Texas rate zone.

1b - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $5.8248 per Dekatherm per Month during calendar year 2016, $5.8830 per Dekatherm per Month during calendar year 2017, $5.9418 per Dekatherm per Month during calendar year 2018, $6.0012 per Dekatherm per Month during calendar year 2019, and $6.0612 per Dekatherm per Month during calendar year 2020. If Shipper has not terminated this Agreement at the end of the Primary Term pursuant to the evergreen clause in Paragraph 9(c) of this Agreement before January 1, 2021, the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be $6.1218 per Dekatherm per Month for 2021 and thereafter on January 1 of each year be the previous calendar year’s Escalated Rate escalated by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, for calendar year 2022, the Escalated Rate shall be $6.1830 per Dekatherm per Month which is the product of $6.1218 multiplied by 1.01 (which is $6.183018) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Issued on: November 25, 2015
Effective on: January 1, 2016
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Comisión Federal de Electricidad

Dated: April 1, 2017
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:** COMISIÓN FEDERAL DE ELECTRICIDAD

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes [X] No _____

9. **Term of Agreement:**
   - Beginning: April 1, 2017
   - Ending: September 30, 2035

**Construction of Facilities:**

The Parties recognize that Transporter must construct the additional facilities in order to provide a portion of the transportation service for Shipper under this Agreement that may include the following, which will be hereinafter collectively referred to as the ("Expansion Project"): 

(a) an approximately seventeen (17) mile, thirty-inch (30") diameter loop of Transporter's Line No. 1100 between Hueco and El Paso, Texas; and
(b) incremental compression of approximately 13,220 ISO horsepower to be constructed near
Transporter’s existing Deming Compressor Station located in Luna County, New Mexico; and

(c) incremental compression of approximately 13,220 ISO horsepower to be constructed near
Transporter’s existing Willcox Compressor Station located in Cochise County, Arizona.

Transporter’s obligation to expand its system and provide firm transportation service, as described in this
Agreement, are expressly made subject to the following conditions precedent, which conditions are solely
for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

(a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for
the construction and operation of the Expansion Project, if required, in a form and substance
satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith,
commercially reasonable efforts to meet this condition; and

(b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the
Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole
discretion, provided that Transporter has made good faith, commercially reasonable efforts to
meet this condition.

If the immediately preceding conditions precedent (“Conditions”) are not fully satisfied, where applicable,
by the dates specified herein, then Transporter may terminate this Agreement, by providing Shipper with
thirty (30) days’ advance written notice of such termination, during which time Transporter shall exercise
commercially reasonable efforts to satisfy the Conditions. If at the expiration of the 30-day cure period
the Conditions remain unsatisfied, Transporter may terminate this Agreement without liability of any kind
to Shipper.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the
following agreement(s) between the Parties:

Agreement No. FT3H4000 originally dated April 1, 2017 (which was fully executed but had not yet
become effective), which superseded and canceled the following agreement(s) between the parties:

Agreement No. FT3CN000 originally dated October 1, 2020 as last amended and restated by agreement
dated July 1, 2020,

Agreement No. FT3DP000 originally dated November 1, 2014 as last amended and restated by
agreement dated July 30, 2015, and

Agreement No. FT3DQ000 originally dated November 1, 2014 as last amended and restated by
agreement dated July 30, 2015.

11. **Transportation Contract Demand (“TCD”):**

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<td>The later of July 1, 2020 or the In-Service Date of the Expansion Project through September 30, 2035</td>
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Subject to this Paragraph 11, “In-Service Date” shall mean the date (i) the Expansion Project is completed and ready for service, and (ii) Transporter is authorized to place the Expansion Project into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extensions thereof, to be administered in accordance with the notice provisions in Section 4.14 of the General Terms and Conditions of the Tariff.

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

To Shipper: Comisión Federal de Electricidad  
Periférico Sur No. 4156. Piso 7  
Col. Fuentes del Pedregal, C.P. 01900  
Ciudad de México  
México  
Attn: José Guadalupe Valdés García, Subdirección de Energéticos

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a “Section 14(a) Shipper”), then the Section 14(a) Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 Section 14(a).

If at any time during the term of this Agreement, a Section 14(a) Shipper's S&P or Moody's rating falls below the levels described above, or a Section 14(a) Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that the Section 14(a) Shipper's ratings are below that level or a Section 14(a) Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If a Section 14(a) Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Section 14(a) Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).
(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter equal to the greater of one (1) year, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in Section 14(a) above, then, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. 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.)

16. Arbitration: Any dispute, controversy or claim (collectively, “Disputes”) arising out of or in connection with this Agreement, including, without limitation, the formation, validity, enforceability or termination of the Agreement and of this agreement to arbitrate, which cannot be settled amicably by the Parties shall be referred to and finally resolved exclusively through binding arbitration under the Arbitration Rules of the London Court of International Arbitration (“LCIA”), which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be three. The two arbitrators nominated by the Parties shall, following their appointment, nominate the third and presiding arbitrator, and they may consult with their respective nominating Party in making the said nomination. The arbitration shall be conducted, and the award rendered, solely in the English language. The seat, or legal place, of arbitration shall be Houston, Texas, and the hearings shall be held there unless all Parties consent to hold them elsewhere. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE VENUE OF THE SEAT OF THE ARBITRATION. THE ARBITRATORS SHALL HAVE NO AUTHORITY TO AWARD TREBLE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE UNDER ANY CIRCUMSTANCES REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER COLORADO LAW. The arbitrators may render one or more final awards and each such award shall be final and binding upon the Parties, who hereby waive any appeal or challenge of such decision. The arbitrators shall endeavor to render an award disposing of all issues in dispute no later than one hundred-eighty (180) days after their appointment, although the arbitrators may extend that...
time on their own or on application of any Party if they, in their sole discretion, determine there is good
cause for such an extension. If a Dispute exists each Party shall bear 50% of the expenses of the
arbitrators. Notwithstanding the foregoing to the contrary, the prevailing Party shall be entitled to its
reasonable attorney’s fees and legal costs, including without limitation expert fees and the costs and fees
of the LCIA and the arbitrators. The Parties irrevocably agree to the non-exclusive jurisdiction of the state
and federal courts in Houston, Texas, for the purposes of enforcing this agreement to arbitrate and any
award issued by the arbitrators.

17. **Assignment:** Neither this Agreement nor the rights, interests or obligations hereunder shall be assigned
by either Party without the prior written consent of the other Party, as applicable, and any such
assignment that is not consented to shall be null and void; provided, however, that a Party may assign
this Agreement to a wholly-owned subsidiary or affiliate upon written notice to the other Party if (a) the
affiliate satisfies the minimum credit rating standards set forth in Section 14(a) of this Agreement or (b)
the assigning Party provides and maintains, on behalf of the affiliated assignee, one of the credit support
forms set forth in Section 14(b).

18. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL
MISCONDUCT, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT
FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL
DAMAGES OF ANY NATURE, INCLUDING LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH
PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be executed in two original
counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**COMISIÓN FEDERAL DE ELECTRICIDAD**

By____________________________________
José Guadalupe Valdés García
Subdirector de Energéticos
Subdirección de Energéticos

Date_________________________________

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

By____________________________________
David R. DeVeau
Vice President

Date_________________________________

By____________________________________
Javier Gutiérrez Becerril
Subdirector de Modernización y Nuevas
Áreas de Oportunidad
Subdirección de Modernización y
Nuevas Áreas de Oportunidad

Date_________________________________
Effective Dates: If the in-service date of Pecos Trail interconnect is on or before April 1, 2017, then from April 1, 2017, through October 31, 2017, or if the in-service date of the Pecos Trail interconnect is after April 1, 2017, but before October 31, 2017, then from the in-service date of Pecos Trail interconnect through October 31, 2017

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Effective Dates: If the in-service date of Pecos Trail interconnect is after April 1, 2017, then from April 1, 2017, through the earlier of in-service date of the Pecos Trail interconnect or October 31, 2017

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Issued on: March 1, 2017

Effective on: April 1, 2017
Agreement No. FT3H4000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before November 1, 2017, then from November 1, 2017, through December 31, 2018, or if the in-service date of the Pecos Trail interconnect is after November 1, 2017, but before December 31, 2018, then from the in-service date of Pecos Trail interconnect through December 31, 2018

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

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</tbody>
</table>

Effective Dates: If the in-service date of Pecos Trail interconnect is after November 1, 2017, then from November 1, 2017, through the earlier of in-service date of the Pecos Trail interconnect or December 31, 2018

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

<table>
<thead>
<tr>
<th>Flow Path</th>
<th>January</th>
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<th>March</th>
<th>April</th>
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<th>September</th>
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<th>November</th>
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<tbody>
<tr>
<td>BLANCO</td>
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<td>DSCALEHR</td>
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<td>NS1</td>
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Issued on: March 1, 2017
Effective on: April 1, 2017
|          | WAHA | SAMLELP | 233682 | SS1  | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 | 64,747 |
|----------|------|---------|--------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| WAHA     | 216752 | 216752 | 1261293 | SS1  | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 | 11,000 |
| KEYSTONE | 216750 | 216750 | 1261293 | SS1  | 86,000 | 86,000 | 86,000 | 97,000 | 97,000 | 97,000 | 97,000 | 97,000 | 97,000 | 97,000 | 97,000 | 97,000 | 86,000 | 86,000 |

Ex. A-2
Effective Dates: If the in-service date of Pecos Trail interconnect is on or before January 1, 2019, then from January 1, 2019, through the later of June 30, 2020 or the in-service date of the Expansion Project, or if the in-service date of the Pecos Trail interconnect is after January 1, 2019, but before the later of June 30, 2020 or the in-service date of the Expansion Project, then from the in-service date of the Pecos Trail interconnect through the later of June 30, 2020 or the in-service date of the Expansion Project

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt Loc Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Flow Path</th>
<th>January</th>
<th>February</th>
<th>March</th>
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<th>November</th>
<th>December</th>
<th>Maximum Quantity - D Code (Dth/d)</th>
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<tr>
<td><strong>TRANSPORTATION CONTRACT DEMAND</strong></td>
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</tr>
</tbody>
</table>

Effective Dates: If the in-service date of Pecos Trail interconnect is after January 1, 2019, then from January 1, 2019, through the earlier of (a.) in-service date of the Pecos Trail interconnect or (b.) the later of June 30, 2020 or the in-service date of the Expansion Project

<table>
<thead>
<tr>
<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Receipt Loc Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
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<th>Maximum Quantity - D Code (Dth/d)</th>
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Ex. A-3
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before the later of July 1, 2020 or the in-service date of the Expansion Project, then from the later of July 1, 2020 or the in-service date of the Expansion Project, through September 30, 2035, or if the in-service date of the Pecos Trail interconnect is after the later of July 1, 2020 or the in-service date of the Expansion Project, but before September 30, 2035, then from the in-service date of Pecos Trail interconnect through September 30, 2035.

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|-------------------|-----------------------------------------------------------|-------------------|-----------|---------|----------|-------|-------|-----|------|------|------|--------|-----------|---------|----------|----------|
| BLANCO                                                      | 216748            | DSSCALEHR                                                | 42124             | NS1       | 87,900  | 87,900   | 87,900| 87,900| 87,900| 87,900| 87,900| 87,900| 87,900 | 87,900   | 87,900  |
| BLANCO                                                      | 216748            | DSNJQUIN                                                 | 1395065           | NS1       | 12,100  | 12,100   | 12,100| 12,100| 12,100| 12,100| 12,100| 12,100| 12,100 | 12,100   | 12,100  |
| WAHA                                                       | 216752            | DSNJQUIN                                                 | 1395065           | SS1       | 85,000  | 85,000   | 85,000| 74,000| 74,000| 74,000| 74,000| 74,000| 74,000 | 74,000   | 74,000  | 85,000   | 85,000   |
| KEYSTONE                                                   | 216750            | DSNJQUIN                                                 | 1395065           | SS1       | 36,000  | 36,000   | 36,000| 47,000| 47,000| 47,000| 47,000| 47,000| 47,000 | 47,000   | 47,000  | 47,000   | 36,000   |
| MNDZTRL                                                    | 1400249           | Pecos Trail 3/                                            | TBD               | NA        | 50,000  | 50,000   | 50,000| 50,000| 50,000| 50,000| 50,000| 50,000| 50,000 | 50,000   | 50,000  |
| TRANSPORTATION CONTRACT DEMAND                             |                   |                                                          |                   |           | 271,000 | 271,000  | 271,000| 271,000| 271,000| 271,000| 271,000| 271,000| 271,000 | 271,000  | 271,000 |

Effective Dates: If the in-service date of Pecos Trail interconnect is after the later of July 1, 2020 or the in-service date of the Expansion Project, then from the later of July 1, 2020 or the in-service date of the Expansion Project, through the earlier of in-service date of the Pecos Trail interconnect or September 30, 2035.

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------------------------------------------------|-------------------|-----------------------------------------------------------|-------------------|-----------|---------|----------|-------|-------|-----|------|------|------|--------|-----------|---------|----------|----------|
| TRANSPORTATION CONTRACT DEMAND                             |                   |                                                          |                   |           | 271,000 | 271,000  | 271,000| 271,000| 271,000| 271,000| 271,000| 271,000| 271,000 | 271,000  | 271,000 |

Issued on: March 1, 2017
Effective on: April 1, 2017
Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

3/ Transporter plans to construct a new interconnect between the facilities of Transporter and the proposed Trans-Pecos Pipeline outside Fort Stockton, Texas as more fully described in Docket No. CP15-500 (herein referred to as "Pecos Trail").

Ex. A-4
### EXHIBIT B
To The Transportation Service Agreement between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>April 1, 2017 - September 30, 2035</td>
<td>(1a)</td>
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<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>STML SJN STML ANA STML PER</td>
<td>DPMEXWIL DSCALEHR ISAMLELP IWLCOXD INORBAJA DCCTSHLL DSNJQUIN Pecos Trail</td>
<td>490 42124 233682 295510 301068 1261293 1395065 TBD</td>
<td>April 1, 2017 - September 30, 2035</td>
<td>(1a); provided, however, that for transportation from any Alternate Receipt Point(s) to ISAMLELP and DCCTSHLL, up to the point-specific Maximum Quantities set forth in Exhibit A, the Reservation Rate will be the rate set forth in Footnote (1a), and for transportation from any Alternate Receipt Point(s) to ISAMLELP and DCCTSHLL, in excess of the point-specific Maximum Quantities set forth in Exhibit A, the Reservation Rate shall be the rate set forth in Footnote (1)</td>
<td></td>
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</tr>
</tbody>
</table>
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter’s Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a fixed negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff. The negotiated reservation rate shall be $7.9083 per Dekatherm per month.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1
Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H  

between  

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

and  

Arizona Public Service Company  
(Shipper)  

Dated: October 7, 2019
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:** ARIZONA PUBLIC SERVICE COMPANY

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

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

5. **Firm Hourly Transportation Service:** Eight Hour Peaking "FTH-8"

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

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

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

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

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

9. **Negotiated Rate:** Yes  X  No

---

**Firm Hourly Transportation Service Agreement**

*Rate Schedule FT-H*

*Dated: October 7, 2019*
10. **Transportation Contract Demand ("TCD"):**

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</tr>
</tbody>
</table>

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

   Beginning: April 1, 2020
   Ending:   October 31, 2027

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

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

   **To Shipper:**
   ARIZONA PUBLIC SERVICE COMPANY
   400 N. 5th St., MS 9831
   Phoenix, AZ  85004
   Attn:  Fuels Procurement

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. H822G000-FH8EPNG, originally dated April 1, 2017.

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

EL PASO NATURAL GAS COMPANY, L.L.C.  ARIZONA PUBLIC SERVICE COMPANY

__________________________________  ______________________________________

__________________________________  ______________________________________

__________________________________  ______________________________________

Accepted and agreed to this

Accepted and agreed to this

_______ day of ___________________, 2019.  _______ day of ___________________, 2019.
EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 7, 2019

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

<table>
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<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
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<th>Del PIN</th>
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### Effective Dates: April 1, 2020 - October 31, 2027

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Ex. A-2

Issued on: February 27, 2020

Effective on: April 1, 2020
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 Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 7, 2019

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</table>
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-H 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 $21.5959 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $20.0750 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported. The negotiated reservation rate also shall be applicable to any Alternate Delivery Point listed in the table immediately above in this Exhibit B that Shipper successfully re-designates to become a Primary Delivery Point pursuant to the applicable 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.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

XT0 ENERGY INC.
(Shipper)

Dated: September 12, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: September 12, 2019

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**: XTO ENERGY INC.

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 as of the Commencement Date of this agreement Transporter has constructed additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities defined below the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The completion and placement into service of the facilities to be constructed which may include certain system enhancements including the construction of an additional pipeline segment between Transporter's Keystone and Wink Compressor Stations, installation of piping and valve modifications at Transporter's Keystone and Wink Compressor Stations, and the installation of certain other facility modifications at other locations on Transporter's system within the Permian Basin (the "Project Facilities").

Issued on: October 24, 2019    Effective on: November 25, 2019
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___X___ No____

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td>See ¶11</td>
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</tbody>
</table>

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

   **Beginning:** The 61st Day following the later of (1) the date the Project Facilities were placed in service or (2) the date the Gulf Coast Express Project, previously announced by Kinder Morgan Texas Pipeline LLC, was placed in service ("Commencement Date").

   **Ending:** Nine (9) Years and ten (10) Months following the Commencement Date ("Expiration Date").

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

   If the requirements of paragraph 5 are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

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

   **To Shipper:**
   XTO ENERGY INC.
   22777 Springwoods Village Parkway, Loc. 118
   Spring, TX 77389-1425
   Attn: XTO Commercial Gas Sales

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

13. **Effect on Prior Agreement(s):** N/A.
14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper 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 14(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper'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 Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

____________________________________  

____________________________________  

____________________________________  

Accepted and agreed to this  

_______ day of ___________________, 2019.  

**XTO ENERGY INC.**

____________________________________

____________________________________

____________________________________

Accepted and agreed to this  

_______ day of ___________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
XTO ENERGY INC.
(Shipper)

Dated: September 12, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: From the Commencement Date through the earlier of: (i) the Day before the in-service date of the XTO Cowboy\(^3\) Interconnect (the “Cowboy ISD”) or (ii) October 31, 2020.

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<th>Del PIN</th>
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Ex. A-1
### EXHIBIT A CONT'D

Effective Dates: If the Cowboy ISD has not occurred prior to November 1, 2020, then from November 1, 2020 through the earlier of: (i) the Day before the Cowboy ISD or (ii) the Expiration Date.

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Effective Dates: If the Cowboy ISD occurs prior to June 1, 2020 and the in-service date for the EnLink Tiger interconnect (the “Tiger ISD”) has not occurred prior to the Cowboy ISD, then from the Cowboy ISD through the earlier of: (i) the Day before the Tiger ISD, or (ii) May 31, 2020.

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Ex. A-2

Issued on: October 24, 2019  Effective on: November 25, 2019
Effective Dates: If the Cowboy ISD occurs on or after the Tiger ISD, then from the Cowboy ISD through the Expiration Date; or
If the Cowboy ISD occurs on or after June 1, 2020 and the Tiger ISD has not occurred prior to the Cowboy ISD, then from the Cowboy ISD through the Expiration Date; or
If the Cowboy ISD occurs prior to June 1, 2020 and the Tiger ISD has not occurred prior to the Cowboy ISD, then from the earlier of: (i) June 1, 2020 or (ii) the Tiger ISD through the Expiration Date.

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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.

3/ For the purposes of this Exhibit A, “XTO Cowboy” is a proposed new interconnect facility on Transporter’s existing Line No. 1100, located between Transporter’s existing Pecos River and Eunice compressor stations, to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

4/ For the purposes of this Exhibit A, “EnLink Tiger” is a proposed new interconnect facility on Transporter’s existing Line No. 2000, located between Transporter’s existing Wink and Black River compressor stations, to be built by Transporter under a separate reimbursement agreement with EnLink Midstream or its affiliate.
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<th>Surcharges 3/</th>
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<td>See ¶11</td>
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Ex. B-1
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<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
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Exhibit B-2

Issued on: October 24, 2019  Effective on: November 25, 2019
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<td>See ¶11 (1a)</td>
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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 $2.5850 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA: The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
November 16, 2016

By E-Mail
Mr. Darren Brown
Director, Natural Gas Marketing
Pioneer Natural Resources USA, Inc.
5205 N. O’Connor Blvd., Suite 200
Irving, Texas 75039-3746

Dear Darren:

El Paso Natural Gas Company, L.L.C. (“EPNG”) currently transports natural gas for Pioneer Natural Resources USA, Inc. (“Pioneer”) (EPNG and Pioneer are individually referred to herein as “Party” and jointly referred to herein as “Parties”) under firm transportation service agreements designated by EPNG as Contract Nos. FT36G000, FT3C3000 and FT36R000. For the mutual promises exchanged, the Parties agree to the following as provided herein (“Letter Agreement”):

1. Contemporaneously with the execution of this Letter Agreement, the Parties are executing new firm transportation service agreements that, when effective, will supersede and cancel Contract Nos. FT36G000 (to be replaced by Contract No. FT3HJ000) and FT3C3000 (to be replaced by Contract No. FT3HH000). This Letter Agreement, Contract No. FT3HJ000 and Contact No. FT3HH000 shall collectively be referred to herein as the “Contract Package.” For purposes of clarity, nothing in this Letter Agreement is intended to affect in any way Contract No. FT36R000.

2. After the execution of this Letter Agreement between EPNG and Pioneer and Contract Nos. FT3HJ000 and FT3HH000, EPNG shall file this Letter Agreement, Contract No. FT3HJ000 and Contract No. FT3HH000 with the Federal Energy Regulatory Commission (“FERC”) for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements within twenty (20) calendar days following such execution and use commercially reasonable efforts to make this filing on or before December 1, 2016.

Pioneer Natural Resources USA, Inc.

November 16, 2016
3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2017; (b) the first day of the month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, this Letter Agreement shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify the Letter Agreement and/or Contract No. FT3HJ000 and/or Contract No. FT3HH000 to address or obviate FERC’s concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully agree to modify the Letter Agreement, and/or Contract No. FT3HJ000 and/or Contract No. FT3HH000, they shall subsequently seek FERC approval of this modified Contract Package. Until FERC’s approval and/or acceptance of the Contract Package, either as originally filed or as modified hereunder, in its entirety and without further modification(s) or condition(s), the Parties shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Contract Package.

4. Subject to Paragraphs 5.e. and 6 below, within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay Pioneer by wire transfer (or other mutually agreeable means) $2,879,129.31 for reservation refunds and interest in Docket No. RP10-1398-000 (a reference in this Letter Agreement to a root docket, e.g., Docket No. RP10-1398-000 shall include any sub-dockets, e.g., Docket No. RP10-1398-017) for Contract No. FT3C3000 calculated based on a monthly reservation rate of $12.5875 per Dth for Rate Schedule FT-1 for the California rate zone from April 1, 2014 through December 31, 2016 and on a payment date of January 12, 2017. If the payment occurs after January 12, 2017, EPNG will calculate the additional interest accruing using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. Refunds, if any, associated with Docket No. RP10-1398-000 for Contract Nos. FT36G000, FT3HJ000 and FT3HH000 and any refunds in addition to those paid under this Paragraph 4 for Contract No. FT3C3000 are addressed by Paragraph 5 of this Letter Agreement. To be clear, Paragraph 5 of this Letter Agreement shall be the sole means by which Pioneer may recover any refunds for Contract Nos. FT36G000, FT3HJ000 and FT3HH000 and any additional refunds for Contract No. FT3C3000 associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the “Final Order”), such final rates...
shall be referred to herein as the “Final Reservation Rate” and the “Final Usage Rate,” respectively. Subject to Paragraph 6 below, refunds, if any, for Docket No. RP10-1398-000 for Contract Nos. FT36G000, FT3HJ000 and FT3HH000, and any additional refunds for Docket No. RP10-1398-000 for Contract No. FT3C3000 shall be as follows:

a. Contract No. FT36G000:

i. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT36G000 from April 1, 2012 until its termination, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from April 1, 2012 until the termination of this agreement; and

ii. Refunds, if any, associated with service under Contract No. FT36G000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

b. Contract No. FT3HJ000:

i. If the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone is lower than the monthly reservation rate of $12.5875 per Dth paid under Contact No. FT3HJ000 from its effective date until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Reservation Rate for Rate Schedule FT-1 service to the California rate zone and a monthly reservation rate of $12.5875 per Dth from the effective date of Contract No. FT3HJ000 until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone; and

ii. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3HJ000 from its effective date until the effective date of the Final Usage Rate for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from its effective date until the effective date of the Final Usage Rate under Rate Schedule FT-1 for the California rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3HJ000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.
c. Contract No. FT3C3000:

i. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3C3000 from April 1, 2014 through its termination, EPNG shall pay Pioneer additional refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from the April 1, 2014 until the termination of this agreement; and

ii. Refunds, if any, associated with service under Contact No. FT3C3000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

d. Contract No. FT3HH000:

i. If the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone is lower than the monthly reservation rate of $12.5875 per Dth paid under Contract No. FT3HH000 from its effective date until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Reservation Rate for Rate Schedule FT-1 service to the California rate zone and a monthly reservation rate of $12.5875 per Dth from effective date of Contract No. FT3HH000 until the effective date of the Final Reservation Rate for the California rate zone; and

ii. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3HH000 from its effective date until the effective date of the Final Usage Rate for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from its effective date until the effective date of the Final Usage Rate under Rate Schedule FT-1 for the California rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3HH000 for “out-of-zone” deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.
e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means) with the applicable FERC interest rate. Subject to Paragraph 6 below, for any FERC order requiring refunds in Docket No. RP10-1398-000 that is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000.

6. With regard to the payment of refunds required by Paragraphs 4 and 5 of this Letter Agreement, to the extent any applicable rate is established in any order in Docket No. RP10-1398-000 that is higher or lower than a rate used in calculating such refunds provided by EPNG to Pioneer, EPNG shall re-calculate the total refund (referred to as “New Refund”) using the applicable higher or lower rates. If the New Refund is greater than the immediately preceding previously paid total refunds (i.e., EPNG has under refunded amounts to Pioneer), EPNG shall pay to Pioneer in accordance with Paragraph 5.e. the amount that the New Refund exceeds the immediately preceding paid total refunds. If the New Refund is less than the immediately preceding paid total refunds (i.e., EPNG has over refunded amounts to Pioneer), EPNG shall invoice Pioneer to recover any amounts previously over refunded by EPNG to Pioneer along with the applicable FERC interest rate using the same timing as any refunds are due to be paid shippers in Docket No. RP10-1398-000.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.
If this Letter Agreement reflects Pioneer’s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

__________________________
Robin J. Janes
Account Director

PIONEER NATURAL RESOURCES USA, INC.
Signature: ________________________
Name: __________________________
Title: __________________________
Date: __________________________

EL PASO NATURAL GAS COMPANY, L.L.C.
Signature: ________________________
Name: Will W. Brown
Title: Vice President, Business Management
Date: __________________________
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Pioneer Natural Resources USA, Inc.

Dated: January 1, 2017

Issued on: November 30, 2016 Effective on: January 1, 2017
Transportation Service Agreement
Rate Schedule FT-1

Dated: January 1, 2017

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:** PIONEER NATURAL RESOURCES USA, INC.

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes X  No

9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3HH000), Contract No. FT3HJ000, and a letter agreement between Transporter and Shipper (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2017; (b) the first day of the month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, this Agreement shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC’s modifications and/or conditions; or (ii) modify the Letter Agreement and/or Contract No. FT3HH000 and/or Contract No. FT3HJ000 to address or obviate FERC's concern(s). If both Parties accept FERC’s modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval.
of such compliance filing. If the Parties successfully agree to modify the Letter Agreement, and/or Contract No. FT3HH000 and/or Contract No. FT3HJ000, they shall subsequently seek FERC approval of the modified Contract Package. Until FERC's approval and/or acceptance of the Contract Package, either as originally filed or as modified hereunder, in its entirety and without further modification(s) or condition(s), the Parties shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Contract Package.

This Agreement shall terminate on March 31, 2029.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT3C3000 originally dated April 1, 2014.

11. **Transportation Contract Demand (“TCD”):**

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<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tr>
<td>137,000</td>
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</tbody>
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12. **Notices, Statements, and Bills:**

To Shipper:    Pioneer Natural Resources USA, Inc.
               5205 N. O’Connor Blvd., Suite 200
               Irving, TX  75039-3707
               Attn: Jeanette Hanchey

To Transporter: See “Points of Contact” in the Tariff.

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PIONEER NATURAL RESOURCES USA, INC.

By____________________________
Name____________________________
Title____________________________
Date____________________________

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

By____________________________
Will W. Brown
Vice President of Business Management

By____________________________________

Date___________________________________

Issued on: November 30, 2016
Effective on: January 1, 2017
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and Pioneer Natural Resources USA, Inc. (Shipper)
Dated: April 8, 2020

Effective Dates: July 1, 2020 – September 30, 2020

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TRANSPORTATION CONTRACT DEMAND

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

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1/ Maximum Quantity - D-Code (Dth/d)
**EXHIBIT A**

To The

Firm Transportation Service Agreement

Rate Schedule FT-1

between

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

and Pioneer Natural Resources USA, Inc. (Shipper)

Dated: April 8, 2020

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**Effective Dates:** October 1, 2020 - March 31, 2029

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**Transportation Contract Demand:**

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<td>November</td>
<td>137,000</td>
</tr>
<tr>
<td>December</td>
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Shipper's Transportation Contract Demand: See ¶ 11

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

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B  
To The  
Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)  
and Pioneer Natural Resources USA, Inc. (Shipper)  
Dated: January 1, 2017

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<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<tbody>
<tr>
<td>All EPNG Receipt Points except those requiring additional or incremental charges</td>
<td>All EPNG Delivery Points except those requiring additional or incremental charges</td>
<td>Effective Date as defined in ¶9 - December 31, 2023</td>
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</table>
1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the Parties agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum Rate Schedule FT-1 reservation rates as set forth in Transporter's Tariff. The negotiated reservation rate shall be $12.5875 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower non-Article 11.2 applicable maximum recourse Rate Schedule FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

---

Issued on: November 30, 2016

Effective on: January 1, 2017
Agreement No. FT3HJ000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PIONEER NATURAL RESOURCES USA, INC.
(Shipper)

Dated: December 12, 2017
Transportation Service Agreement
Rate Schedule FT-1
Dated: December 12, 2017

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:** PIONEER NATURAL RESOURCES USA, INC.

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.

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 [X] No____

10. **Transportation Contract Demand (“TCD”):**

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Issued on: December 28, 2017
Effective on: February 1, 2018
11. **Term of Firm Transportation Service:**

   **Beginning:** April 1, 2017, pursuant to a Letter Order issued by the FERC on December 16, 2016 in Docket No. RP17-215-000.

   **Ending:** March 31, 2024

   A contractual right-of-first-refusal will apply to this Agreement pursuant to Section 4.14 of the GT&C of the Tariff. If Shipper elects to exercise its right-of-first-refusal, then Shipper shall provide Transporter written notice of its intent to exercise such right-of-first-refusal no later than one year prior to the expiration of this Agreement.

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

   **To Shipper:**
   PIONEER NATURAL RESOURCES USA, INC.
   5205 N. O'Connor Blvd, Suite 200
   Irving, TX 75039
   Attn: Darren Brown

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3HJ000, originally dated April 1, 2017.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)
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 handwritten signature.

EL PASO NATURAL GAS COMPANY, L.L.C.  
__________________________________  
__________________________________  
__________________________________  
Accepted and agreed to this  
_______ day of ___________________, 2017.

PIONEER NATURAL RESOURCES USA, INC.  
__________________________________  
__________________________________  
Accepted and agreed to this  
_______ day of ___________________, 2017.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PIONEER NATURAL RESOURCES USA, INC.
(Shipper)
Dated: August 30, 2018

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: August 31, 2018 – September 4, 2018

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TRANSPORTATION CONTRACT DEMAND 96,000 96,000

Ex. A-1
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PIONEER NATURAL RESOURCES USA, INC.
(Shipper)
Dated: August 30, 2018

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: September 5, 2018 - March 31, 2024

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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
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PIONEER NATURAL RESOURCES USA, INC.
(Shipper)
Dated: August 30, 2018

<table>
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<th>Effective Dates</th>
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<th>Usage Rate 1/</th>
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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>August 31, 2018 – March 31, 2024</td>
<td>(1a)</td>
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</table>

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 that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum Rate Schedule FT-1 reservation rates as set forth in Transporter’s Tariff during the entirety of the term of this Agreement. The negotiated reservation rate shall be $12.5875 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower non-Article 11.2 applicable maximum recourse Rate Schedule FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.
2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA: The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

Arizona Public Service Company

Dated: August 1, 2017
Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: August 1, 2017

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:** ARIZONA PUBLIC SERVICE COMPANY

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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 Agreement:** Transporter reserved capacity ("Reserved Capacity") including capacity associated with the MDOs/MHOs under this Agreement for a project ("Project") identified in Notice ID 16810 posted on January 24, 2017 on the Non-Critical Notice section for the Informational Postings on Transporter's EBB. Under the Project, Transporter would lease the Reserved Capacity to an entity as part of a project to develop several storage caverns in Pinal County, Arizona. The timing of the lease of the quantities of the Reserved Capacity may be staggered to coincide with the development of the caverns such that all of the Reserved Capacity may not be used at the same time for the Project.

   **Beginning:** August 1, 2017
   **Ending:** July 31, 2018

   (This primary term shall not be for a period longer than one year.)
Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, 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; provided however, that if at any time after the primary term, part or all of the Reserved Capacity becomes no longer available because of its use for the Project (“Unavailability”), this Agreement shall terminate the Day before the Unavailability.

7. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA239000 originally dated May 1, 2017.

8. **Notices and Statements:**

   **To DP Operator:** Arizona Public Service Company
   400 N. 5th Street, M.S. 9831
   Phoenix, AZ  85072-3999
   Attn:  APS Fuel Procurement

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

9. **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.

10. **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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY  

By_____________________________  
Name__________________________  
Title___________________________  
Date___________________________

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

By_____________________________  
Will W. Brown  
Vice President – Business Management

Date____________________________
**EXHIBIT A**

To The
Operator Point Aggregation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and
Arizona Public Service Company (DP Operator)
Dated: August 1, 2017

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: August 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

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**Maximum Delivery Obligation ("MDO")**
# Maximum Hourly Obligation ("MHO")

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

To The
Operator Point Aggregation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (DP Operator)
Dated: August 1, 2017

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: The in-service date of the upgraded Ocotillo meter through ¶6

Maximum Delivery Obligation ("MDO")

<table>
<thead>
<tr>
<th>D-Code</th>
<th>Meter No.</th>
<th>January dth/d</th>
<th>February dth/d</th>
<th>March dth/d</th>
<th>April dth/d</th>
<th>May dth/d</th>
<th>June dth/d</th>
<th>July dth/d</th>
<th>August dth/d</th>
<th>September dth/d</th>
<th>October dth/d</th>
<th>November dth/d</th>
<th>December dth/d</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAPS PHX</td>
<td>14551</td>
<td>104,000</td>
<td>104,000</td>
<td>104,000</td>
<td>104,000</td>
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<tr>
<td>DAPS PHX</td>
<td>14985</td>
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<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>DAPS PHX</td>
<td>32549</td>
<td>129,745</td>
<td>106,198</td>
<td>123,671</td>
<td>159,226</td>
<td>186,335</td>
<td>250,000</td>
<td>250,000</td>
<td>231,611</td>
<td>195,983</td>
<td>158,388</td>
<td>129,783</td>
<td>129,783</td>
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<tr>
<td>DAPS PHX</td>
<td>14552 / 14553*</td>
<td>129,745</td>
<td>106,198</td>
<td>123,671</td>
<td>159,226</td>
<td>186,335</td>
<td>250,000</td>
<td>250,000</td>
<td>231,611</td>
<td>195,983</td>
<td>158,388</td>
<td>129,783</td>
<td>129,783</td>
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<tr>
<td>DAPS PHX</td>
<td>14971 / 30037 / 34795*</td>
<td>110,100</td>
<td>106,198</td>
<td>116,200</td>
<td>122,000</td>
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Issued on: June 28, 2017

Effective on: August 1, 2017
### Maximum Hourly Obligation ("MHO")

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<th>D-Code</th>
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<th>March dth/h</th>
<th>April dth/h</th>
<th>May dth/h</th>
<th>June dth/h</th>
<th>July dth/h</th>
<th>August dth/h</th>
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<th>December dth/h</th>
</tr>
</thead>
<tbody>
<tr>
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<td>N/A</td>
<td>N/A</td>
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<td>7,417</td>
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<td>2,242</td>
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<td>6,131</td>
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<td>6,131</td>
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</tbody>
</table>

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters*
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

APACHE CORPORATION
(Shipper)

Dated: May 22, 2019
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:** APACHE CORPORATION

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

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

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

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

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which may include certain system enhancements including piping and valve modifications near EPNG’s Pit Bull Receipt Point and an interconnect with the proposed Gulf Coast Express Project previously announced by Kinder Morgan Texas Pipeline LLC ("Project Facilities"). Transporter’s obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) business days' advance written notice of such termination, in which case the Prior Agreement described in Section 13 of this Agreement shall be reinstated.

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 [X] No [ ]

10. **Transportation Contract Demand (“TCD”):**

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>200,000</td>
<td>July 15, 2019 through the day preceding PCD (as defined in ¶11)</td>
</tr>
<tr>
<td>577,000</td>
<td>PCD through the Expiration Date (as defined in ¶11)</td>
</tr>
</tbody>
</table>

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

- **Beginning:** July 15, 2019
- **Ending:** The 10th anniversary of the PCD (“Expiration Date”)

For purposes of this Agreement, the Project Commencement Date (“PCD”) will be the later of (a) the date the Project Facilities described in Section 5 of this Agreement are completed and ready for service, and Transporter is authorized to place Project Facilities into service, and (b) the in-service date of the proposed Gulf Coast Express Project previously announced by Kinder Morgan Texas Pipeline LLC.

If PCD has not occurred by October 1, 2020, Transporter and Shipper shall each have the right, but not the obligation, to terminate this Agreement by providing notice of termination to the other party on or before November 1, 2020.

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

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

**To Shipper:**
Apache Corporation  
2000 Post Oak Blvd., Suite 100  
Houston, TX 77056  
Attn: Eric Crabtree

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. 610525-FT1EPNG, originally dated November 28, 2017.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

**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 handwritten signature.

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

________________________________________

________________________________________

________________________________________

Accepted and agreed to this

_______ day of ___________________, 2019.


**APACHE CORPORATION**

________________________________________

________________________________________

________________________________________

Accepted and agreed to this

_______ day of ___________________, 2019.
EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: May 22, 2019

Effective Dates: July 15, 2019 through the day preceding PCD (as defined in ¶11)

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
<th>Feb</th>
<th>Marc h</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
</tr>
</thead>
<tbody>
<tr>
<td>IPELSPRI</td>
<td>49444</td>
<td>DPECSTRL</td>
<td>49748</td>
<td>VA</td>
<td>200,000</td>
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</tr>
</tbody>
</table>

Effective Dates: PCD through the Expiration Date (as defined in ¶11)

<table>
<thead>
<tr>
<th>Primary Receipt PIN Name</th>
<th>Rec PIN</th>
<th>Primary Delivery PIN Name</th>
<th>Del PIN</th>
<th>Flow Path</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Delivery Pressure (p.s.i.g) Not less than 2/</th>
<th>Delivery Pressure (p.s.i.g) Not greater than 2/</th>
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</thead>
<tbody>
<tr>
<td>IPELSPRI</td>
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<td>TRANSPORTATION CONTRACT DEMAND</td>
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<td>$77,000</td>
<td>$77,000</td>
<td>$77,000</td>
<td>$77,000</td>
</tr>
</tbody>
</table>

Notes:

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

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)
Dated: May 22, 2019

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharge 3/</th>
</tr>
</thead>
<tbody>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>July 15, 2019 through the PCD (as defined in ¶11)</td>
<td>(1a)</td>
<td>(1e)</td>
<td>(1b)</td>
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</tr>
<tr>
<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>PCD through the Expiration Date (as defined in ¶11)</td>
<td>(1a)</td>
<td>(1e)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Primary and Alternate Receipt Point(s) / Location(s) | Primary and Alternate Delivery Point(s) / Location(s) | Point Identification Number (PIN) | Effective Dates | Reservation Rate 1/ Usage Rate 1/ Authorized Overrun Rate 1/ Fuel 2/ Surcharge 3/ |
|------------------------------------------------------|------------------------------------------------------|----------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|
| IPELSPRI                                             | IPELSPRI                                             | 49444                            |                 |                 |                 |                 |                 |
| IPITBULL                                             | IPITBULL                                             | 47887                            |                 |                 |                 |                 |                 |
| ICELERO                                              | ICELERO                                              | 800907                           |                 |                 |                 |                 |                 |
| ITYHLAKE                                             | ITYHLAKE                                             | 801266                           |                 |                 |                 |                 |                 |
| IBLAked DR                                           | IBLAked DR                                           | 49073                            |                 |                 |                 |                 |                 |
| WAHA                                                 | WAHA                                                 | 302404                           |                 |                 |                 |                 |                 |
| ISALTCKRK                                            | ISALTCKRK                                            | 50498                            |                 |                 |                 |                 |                 |
| IVALERO                                              | IVALERO                                              | 301945                           |                 |                 |                 |                 |                 |
| IPELSPRI                                             | IPELSPRI                                             | 49444                            |                 |                 |                 |                 |                 |
| IPITBULL                                             | IPITBULL                                             | 47887                            |                 |                 |                 |                 |                 |
| ICELERO                                              | ICELERO                                              | 800907                           |                 |                 |                 |                 |                 |
| ITYHLAKE                                             | ITYHLAKE                                             | 801266                           |                 |                 |                 |                 |                 |
| IBLAked DR                                           | IBLAked DR                                           | 49073                            |                 |                 |                 |                 |                 |
| WAHA                                                 | WAHA                                                 | 302404                           |                 |                 |                 |                 |                 |
| ISALTCKRK                                            | ISALTCKRK                                            | 50498                            |                 |                 |                 |                 |                 |
| IVALERO                                              | IVALERO                                              | 301945                           |                 |                 |                 |                 |                 |

B-1

Issued on: June 14, 2019

Effective on: July 15, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)
Dated: May 22, 2019

<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Point Identification Number (PIN)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Authorized Overrun Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ISALTCKRK</td>
<td>50498</td>
<td>IVALERO</td>
<td>301945</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 $1.3688 per Dth per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $0.0450 per Dth per day which shall apply to Authorized Overrun quantities actually delivered by Transporter to Shipper (or for Shipper’s account) up to 40,000 Dth per day. The rates charged under this Footnote (1b), up to the volume limitation in the preceding sentence, shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 Daily Authorized Overrun rate for the corresponding rate zone as set forth in Transporter’s Tariff.
1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.1050 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points. The rates charged under this Footnote (1c) shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.0500 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points. The rates charged under this Footnote (1d) shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff.

1e/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for service from the applicable Primary and Alternate Receipt Points and to the Primary and Alternate Delivery Points set forth in this Exhibit B, up to the Maximum Quantity levels set forth in Exhibit A and up to the point-specific Authorized Overrun levels set forth in Footnote (1b) above. The negotiated usage rate shall be $0.0000 per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H  

between  

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

and  

Atmos Energy Corporation  
(Shipper)
Transportation Service Agreement
Rate Schedule FT-H
Dated: November 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes_______ No X

9. **Term of Agreement:** Beginning: November 1, 2017
   Ending: March 31, 2022
10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel - or - amend and restate) the following agreement(s) between the Parties: N/A.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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12. **Notices, Statements, and Bills:**

**To Shipper:**
Atmos Energy Corporation  
5430 LBJ Freeway, Suite 5410  
Dallas, TX 75240  
Attn: Jason White

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

13. **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.

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

**IN WITNESS HEREOF,** the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

**ATMOS ENERGY CORPORATION**  
L.L.C.  
By__________________________________  
Name_______________________________  
Title________________________________  
Date________________________________

**EL PASO NATURAL GAS COMPANY,**  
L.L.C.  
By__________________________________  
Name_______________________________  
Title________________________________  
Date________________________________

Issued on: September 27, 2017  
Effective on: November 1, 2017
El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 99.1 - Atmos Energy Corporation #H2232000 Exh A
Version 0.0.0

Agreement No. H2232000

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

Effective Dates: November 1, 2017 - March 31, 2022

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<th>Receipt Loc Code(s)</th>
<th>Primary Delivery Point(s) / Location(s) (Scheduling Code(s))</th>
<th>Delivery Loc Code(s)</th>
<th>Flow Path</th>
<th>Maximum Quantity - D-Code (Dth/d)</th>
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Shipper’s Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Issued on: September 27, 2017

Effective on: November 1, 2017
### EXHIBIT B

To The

Hourly Firm Transportation Service Agreement

between

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

and Atmos Energy Corporation (Shipper)

Dated: November 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>As listed in Exhibit A</td>
<td>As listed in Exhibit A</td>
<td>November 1, 2017 - March 31, 2022</td>
<td>1a</td>
<td></td>
<td></td>
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</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a - The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is $4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire term of this Agreement.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: November 1, 2017
Transportation Service Agreement
Rate Schedule FT-H
Dated: November 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes_____ No X____

9. **Term of Agreement:** Beginning: November 1, 2017
   Ending: September 30, 2022

Issued on: September 27, 2017
Effective on: November 1, 2017
10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT38C000 originally dated October 25, 2012 and last amended and restated by agreement dated February 1, 2013.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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<tbody>
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<td>30,000</td>
<td>April and October</td>
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<td>45,000</td>
<td>November – March</td>
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</tbody>
</table>

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

   **To Shipper:**
   Atmos Energy Corporation  
   5430 LBJ Freeway, Suite 5410  
   Dallas, TX 75240  
   Attn: Jason White

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

13. **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.

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.

15. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, demonstrating creditworthiness equal to the amount of three (3) years of reservation charges. Shipper must also satisfy all other creditworthiness provisions of Transporter’s Tariff.
IN WITNESS HEREOF, the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

ATMOS ENERGY CORPORATION

By________________________
Name________________________
Title________________________
Date________________________

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

By________________________
Gregory W. Ruben
Vice President, Business Development

Date________________________
EXHIBIT A
To The
Hourly Firm Transportation Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

Effective Dates: November 1, 2017 - September 30, 2022

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | January | February | March | April | May | June | July | August | September | October | November | December |
|------------------------------------------------------------|---------------------|-----------------------------------------------------------|---------------------|-----------|---------|---------|-------|------|-----|------|------|------|--------|-----------|---------|----------|----------|
| BLANCO                                                     | 216748              | DENSODIN                                                  | 288120              | NN3-AN1   | 22,500  | 22,500  | 22,500 | 15,000 | 10,000 | 10,000 | 10,000 | 10,000 | 15,000  | 22,500    | 22,500   |
| KEYSTONE                                                   | 216750              | DENSODIN                                                  | 288120              | SN3-AN1   | 22,500  | 22,500  | 22,500 | 15,000 | 10,000 | 10,000 | 10,000 | 10,000 | 15,000  | 22,500    | 22,500   |

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

TRANSPORTATION CONTRACT DEMAND
45,000  45,000  45,000  30,000  20,000  20,000  20,000  20,000  20,000  30,000  45,000  45,000

Shipper's Transportation Contract Demand: See Paragraph 11

Issued on: September 27, 2017

Effective on: November 1, 2017
EXHIBIT A (continued)

To The

Hourly Firm Transportation Agreement

between

El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)

Dated: November 1, 2017

Effective Dates: November 1, 2017 - September 30, 2022

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CONTRACT METER QUANTITY (CMQ(s))

| 45,000 | 45,000 | 45,000 | 30,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 30,000 | 45,000 | 45,000 |

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Issued on: September 27, 2017

Effective on: November 1, 2017
EXHIBIT B
To The
Hourly Firm Transportation Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/and 4/</th>
<th>Usage Rate 1/and 4/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/and 4/</th>
</tr>
</thead>
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<td>November 1, 2017 - September 30, 2022</td>
<td>1a</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a - The rate charged under this Agreement will be the maximum Texas FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is $10.5060 per Dth per month (“Initial Rate”). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire term of this Agreement.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Issued on: September 27, 2017

Effective on: November 1, 2017
EXHIBIT B (continued)
To The
Hourly Firm Transportation Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

4/ In consideration for the rate set forth in Footnote 1a above, Transporter shall have no obligation whatsoever to provide Shipper credits, refunds or interest (or any other relief of any kind) associated with Docket No. RP10-1398-000 (including any subdockets) as a result of any past or future orders issued by FERC, or any judicial review of such orders, in those or related proceedings ("Refund Rights"). The Parties expressly acknowledge and agree that nothing in the Agreement shall preclude Transporter from assessing Shipper any FERC-authorized charges and surcharges including any charges or surcharges associated with Docket No. RP08-426-000 and/or Docket No. RP10-1398-000 (including any subdockets). Shipper shall, for itself and its successors and assigns, and for all persons and entities claiming by, through or under Shipper (including without limitations any of Shipper’s affiliates), fully irrevocably, finally and forever waive, release and discharge Transporter, its successors and assigns, from any and all claims, demands, suits, actions and legal or administrative proceedings associated with Shipper’s Refund Rights.
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: November 1, 2017
Transportation Service Agreement
Rate Schedule FT-H
Dated: November 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

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

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes _________ No X ___
9. **Term of Agreement:**

   **Beginning:** The later of November 1, 2017 or the in-service date of the Buffalo Ranch Meter Station (defined below).

   **Ending:** March 31, 2022

**Construction of Facilities:** This Agreement is expressly made subject to Transporter completing the construction and installation of an interconnection between Transporter’s Line No. 1102 and Shipper’s facilities in Randall County, Texas (“Buffalo Ranch Meter Station”). Subject to Transporter’s receipt of all necessary regulatory approvals, permits, and other authorizations Transporter shall use reasonable commercial efforts to complete the Buffalo Ranch Meter Station and make it available for service on or before November 1, 2017.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

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

<table>
<thead>
<tr>
<th>TCD</th>
<th>Time Period</th>
</tr>
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<tr>
<td>5,000</td>
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</tbody>
</table>

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

**To Shipper:**

   Atmos Energy Corporation  
   5430 LBJ Freeway, Suite 5410  
   Dallas, TX  75240  
   Attn: Jason White

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

13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
IN WITNESS HEREOF, the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

ATMOS ENERGY CORPORATION

By______________________________
Name__________________________
Title____________________________
Date____________________________

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

By______________________________
Gregory W. Ruben
Vice President, Business Development

Date____________________________
EXHIBIT A
To The
Hourly Firm Transportation Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

Effective Dates: See ¶9

<table>
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<th>Primary Receipt Point(s) / Location(s) (Scheduling Code(s))</th>
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Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Issued on: September 27, 2017  Effective on: November 1, 2017
EXHIBIT B
To The
Hourly Firm Transportation Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: November 1, 2017

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<td>See ¶9</td>
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</tr>
</tbody>
</table>

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a - The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is $4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire term of this Agreement.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Issued on: September 27, 2017

Effective on: November 1, 2017
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

WPX Energy Marketing, LLC

Dated: November 1, 2017
Transportation Service Agreement  
Rate Schedule FT-1  
Dated: November 1, 2017

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:** WPX ENERGY MARKETING, LLC

3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Shipper shall pay Transporter for any FERC-approved costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other greenhouse gas emissions-related costs arising from any statutory or regulatory framework whatsoever (“Greenhouse Gas Costs”). If FERC authorizes the recovery of Greenhouse Gas Costs only through Transporter’s reservation rates, then Shipper will agree to modify its negotiated fixed monthly Reservation Rate under this Agreement by the amount of Transporter’s maximum reservation rate under Rate Schedule FT-1 that is attributable to such costs.
7. Exhibits A and B attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. **Negotiated Rate Agreement:** Yes [X]  No [__]

9. **Term of Agreement:**
   - **Beginning:** The later of November 1, 2017 or the In-Service Date of the Wink Compressor Modifications
   - **Ending:** The later of November 30, 2024 or seven (7) years from the In-Service Date of the Wink Compressor Modifications

If the FERC for any reason does not accept this Agreement for filing, then Transporter and Shipper shall negotiate in good faith and enter into an amended Firm Transportation Service Agreement so as to (i) effect the original intent of the parties as closely as possible in order that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible and (ii) facilitate approval of the amended agreement by the FERC. In such event, Transporter shall seek FERC approval of the amended Firm Transportation Service Agreement as soon as reasonably practicable.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

**Construction of Facilities:**

In order to provide transportation service for Shipper under this Agreement, the Parties recognize that Transporter must construct additional facilities that will include certain piping modifications at the Wink compressor station, which will be hereinafter referred to as the (“Wink Compressor Modifications”).

Transporter shall also construct a new interconnect facility on Transporter’s Line No. 2000 at or near milepost 976 in Loving County, Texas, and associated metering facilities capable of accepting and measuring gas receipts of up to 95,000 Dth/day, such interconnect facilities will be hereinafter referred to as the (“WPX Interconnect”). Shipper shall enter into, or cause an affiliate to enter into, a mutually agreeable Interconnect Agreement with Transporter for the WPX Interconnect.

Commencing April 1, 2017, Transporter shall provide Shipper bi-weekly reports on the status of the construction of the facilities described above and projections of the in-service dates.

Transporter’s obligation to construct the WPX Interconnect and the Wink Compressor Modifications and to provide firm transportation service is expressly made subject to the following two (2) conditions precedent, and only Transporter shall have the right to waive such conditions precedent:
(a) Receipt of all necessary approvals and authorizations for the construction of the Wink Compressor Modifications and the WPX Interconnect from the senior management of Transporter and/or from the Board of Directors of Transporter and/or its appropriate parent company by November 25, 2016; and

(b) The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the WPX Interconnect and the Wink Compressor Modifications in a form and substance satisfactory to Transporter in its sole discretion.

If the immediately preceding conditions precedent are not fully satisfied then Transporter may terminate this Agreement.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3HG000 originally dated November 1, 2017.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>55,000</td>
<td>See ¶9</td>
</tr>
</tbody>
</table>

Subject to this Paragraph 11, “In-Service Date” shall mean the date (i) the Wink Compressor Modifications are completed and ready for service, and (ii) Transporter is authorized to place the Wink Compressor Modifications into service.

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

**To Shipper:**  WPX Energy Marketing, LLC  
3500 One Williams Center, Suite 3400  
Tulsa, OK  74172  
Attn:  Contract Management  
Fax: (539) 573-9520

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

13. **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.
14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness requirements of the GT&C of Transporter’s Tariff. In the event Shipper is unable to satisfy the general creditworthiness provisions set forth in Transporter’s Tariff, Shipper shall provide additional credit support (in the form of a Letter of Credit, a guaranty from a party that satisfies the creditworthiness standards, or such other form that is acceptable to Transporter in its sole discretion). Such credit support shall be at least equal to 18 months of anticipated charges (the “Enhanced Credit Support”) for the first 2 years such capacity is available under this Agreement, and thereafter shall equal the amount of credit support authorized in the Transporter’s Tariff for sales of existing capacity. The Enhanced Credit Support shall be provided to Transporter at least 90 days prior to the anticipated In-Service Date of the Wink Compressor Modifications. Shipper shall not be required to maintain the Enhanced Credit Support for a period longer than 27 months.

15. **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.)

16. **Elimination of Non-Conforming Provisions:** Upon the satisfaction of any condition to this Agreement, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute a replacement Agreement with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged. Transporter and Shipper will exercise reasonable efforts to minimize the number of replacement Agreements.

IN WITNESS HEREOF, the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

**WPX ENERGY MARKETING, LLC**

By____________________________________  
Name___________________________________  
Title___________________________________  
Date___________________________________  

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

By____________________________________  
Will W. Brown  
Vice President-Business Development  

Issued on: September 21, 2017  
Effective on: November 1, 2017
EXHIBIT A
To The
Transportation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and WPX Energy Marketing, LLC (Shipper)
Dated: March 18, 2019

Effective Dates: March 19, 2019

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TRANSPORTATION CONTRACT DEMAND

55,000

Agreement No. FT3HG000-FT1EPNG

Issued on: March 19, 2019

Effective on: March 19, 2019
EXHIBIT A
To The
Transportation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and WPX Energy Marketing, LLC (Shipper)
Dated: March 18, 2019

Effective Dates: March 20, 2019 - December 2, 2024

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Shipper's Transportation Contract Demand: See Paragraph 11

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

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Transportation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and WPX Energy Marketing, LLC (Shipper)
Dated: November 1, 2017

### Agreement No. FT3HG000

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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): $3.6500 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

Issued on: September 21, 2017

Effective on: November 1, 2017
EXHIBIT B
To The
Transportation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and WPX Energy Marketing, LLC (Shipper)
Dated: November 1, 2017

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: August 1, 2018
The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

3. **Applicable Tariff:** Transporter’s FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time (“Tariff”). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper’s account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

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

8. **Negotiated Rate Agreement:** Yes_______  No____ X____

Issued on: June 28, 2018  Effective on: August 1, 2018
Agreement No. FT3J9000

9. **Term of Agreement:**
   Beginning: The later of August 1, 2018 or the in-service date ("ISD") of the Cypress Meter Station (defined below).
   Ending: March 31, 2022

**Construction of Facilities:** This Agreement is expressly made subject to Transporter completing the construction and installation of an interconnection between Transporter's Line No. 3133 and Shipper's facilities in Ector County, ("Cypress Meter Station"). Subject to Transporter's receipt of all necessary regulatory approvals, permits, and other authorizations Transporter shall use reasonable commercial efforts to complete the Cypress Meter Station and make it available for service on or before August 1, 2018.

10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

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

<table>
<thead>
<tr>
<th>TCD (Dth/d)</th>
<th>Time Period</th>
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</tr>
<tr>
<td>12,000</td>
<td>November 2021 – March 2022</td>
</tr>
</tbody>
</table>

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

**To Shipper:** Atmos Energy Corporation
               25430 LBJ Freeway, Suite 5410
               Dallas, TX 75240
               Attn: Jason White

**To Transporter:** See “Points of Contact” in the Tariff.
13. **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.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

**ATMOS ENERGY CORPORATION**

By________________________________
Name________________________________
Title________________________________
Date________________________________

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

By________________________________  By_______________________________
Name________________________________
Vice President, Business Development

IN WITNESS WHEREOF, the Parties have caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.

**ATMOS ENERGY CORPORATION**

By________________________________
Name________________________________
Title________________________________
Date________________________________

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

By_______________________________
Gregory W. Ruben
Vice President, Business Development

Date_____________________________
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: August 1, 2018

Effective Dates: See ¶9 - October 31, 2019

<table>
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Effective Dates: November 1, 2019 - March 31, 2022

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EXHIBIT A (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: August 1, 2018

Shipper's Transportation Contract Demand: See Paragraph 11

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter) and Atmos Energy Corporation (Shipper)
Dated: August 1, 2018

<table>
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<th>Primary Receipt Point(s)</th>
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<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>See ¶9</td>
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1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates for service under Rate Schedule FT1; as such rates may be changed from time to time.

1a – The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of the execution of this Agreement, which for illustrative purposes, is $4.2814 per Dth per month (“Initial Rate”). The rate charged under this Agreement shall not be less than the minimum, nor greater that the maximum rate provided in the Tariff. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire term of this Agreement.
EXHIBIT B (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: August 1, 2018

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: August 5, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: August 5, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes________ No X____
10. **Transportation Contract Demand ("TCD"):**

<table>
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<tr>
<th>TCD</th>
<th>Time Period</th>
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</thead>
<tbody>
<tr>
<td>10,000</td>
<td>November 1, 2019 - March 31, 2022</td>
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11. **Term of Firm Transportation Service:**

- **Beginning:** November 1, 2019
- **Ending:** March 31, 2022

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

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

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

Will W Brown  
Joey Stevens  
VP-BUSINESS MGMT  

Accepted and agreed to this 24 September _______ day of __________________, 2019.  

Accepted and agreed to this 19 September _______ day of __________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: August 5, 2019

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

<table>
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<th>Primary Receipt PIN Name</th>
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</tbody>
</table>

Notes:
1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
**EXHIBIT B**
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: August 5, 2019

<table>
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<tr>
<th>Primary Receipt Point(s)</th>
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<th>Reservation Rate 1/</th>
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<td>See ¶11</td>
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Notes:

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

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

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 16, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: September 16, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes_______ No X____

Issued on: October 1, 2019  Effective on: November 1, 2019
10. **Transportation Contract Demand ("TCD"):**

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

- **Beginning:** November 1, 2019
- **Ending:** March 31, 2022

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

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

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

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

**EL PASO NATURAL GAS COMPANY, L.L.C.**  
Will W. Brown  
VP-BUSINESS MGMT

**ATMOS ENERGY CORPORATION**  
Joey Stevens

Accepted and agreed to this 24 September 2019.  
Accepted and agreed to this 23 September 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)
Dated: September 16, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

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TRANSPORTATION CONTRACT DEMAND

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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.

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

Dated: September 16, 2019

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Notes:

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

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

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: August 5, 2019
Transportation Service Agreement
Rate Schedule FT-1
Dated: August 5, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ATMOS ENERGY CORPORATION

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

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

5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff. Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes_______ No X

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

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Issued on: October 1, 2019  
Effective on: November 1, 2019
11. **Term of Firm Transportation Service:**
   - Beginning: November 1, 2019
   - Ending: March 31, 2022

12. **Notices, Statements, and Bills:**
   - **To Shipper:**
     - ATMOS ENERGY CORP
     - 5420 LBJ Freeway, Suite 1514
     - Dallas, TX 75240
     - Attn: Contract Administration
   - **To Transporter:** See “Points of Contact” in the Tariff.

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

Will W. Brown

__________________________________

VP-BUSINESS MGMT

__________________________________

Accepted and agreed to this 24 September ______ day of ____________________, 2019.

**ATMOS ENERGY CORPORATION**

Joey Stevens

__________________________________

__________________________________

Accepted and agreed to this 19 September ______ day of ____________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: August 5, 2019

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

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TRANSPORTATION CONTRACT DEMAND | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 |

Notes:

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

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

Ex. A-1
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)
Dated: August 5, 2019

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<td>See ¶11</td>
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Notes:

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

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

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019
Transportation Service Agreement

Rate Schedule FT-1

Dated: October 21, 2019

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:** SEMPRA GAS & POWER MARKETING, LLC

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes X No________
10. **Transportation Contract Demand ("TCD"):**

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

- **Beginning:** November 1, 2019
- **Ending:** October 31, 2030

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

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

- **To Shipper:**
  - SEMPRA GAS & POWER MARKETING, LLC
  - 488 8th Ave HQ 11N1
  - San Diego, CA 92101
  - Attn: Leila Tanbouz

- **To Transporter:** See “Points of Contact” in the Tariff.

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

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

**SEMPRA GAS & POWER MARKETING, LLC**

Accepted and agreed to this _______ day of ___________________, 2019.

Accepted and agreed to this _______ day of ___________________, 2019.
EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: November 1, 2019 – December 31, 2019

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Effective Dates: January 1, 2020 – December 31, 2020

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Ex. A-1
## Exhibit A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019

Effective Dates: January 1, 2021 – October 31, 2030

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</tbody>
</table>

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

Issued on: October 31, 2019  Effective on: November 1, 2019
EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: October 21, 2019

<table>
<thead>
<tr>
<th>Primary and Alternate Receipt Point(s) / Location(s)</th>
<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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</thead>
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<td>DSACLEHR 301016 INORBJA 301693 DPG&amp;ETOP 314604 DSCALTOP 332503 IBLYTHE 314980 DMOJAVE 332505 ICADIZ DAGMAOJ 301377 IMSQUITE 332569 IGRIFFTH 398670 IARLVALY 320614 KRAMER 314985 SIDEWNR 332554 PASTORIA 332555 SOCWR 332553 LAPALOMA 302144</td>
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Issued on: October 31, 2019

Effective on: November 1, 2019
EXHIBIT B
(cont.)

Notes:

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

1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter’s Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: September 1, 2018
Transportation Service Agreement
Rate Schedule FT-1
Dated: September 1, 2018

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

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

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

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

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

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

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes___ X____ No______

Issued on: May 29, 2020

Effective on: July 1, 2020
10. **Transportation Contract Demand ("TCD"):**

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<th>TCD (Dth/d)</th>
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11. **Term of Firm Transportation Service:**

   **Beginning:** The later of (a) the In-Service Date of the additional facilities required to provide the transportation service (the “Expansion Project”) (anticipated to be July 1, 2020) or (b) July 1, 2020.

   **Ending:** October 31, 2032

Transporter’s obligation to complete the Expansion Project are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

(a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and

(b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

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

   **To Shipper:** Salt River Project Agricultural Improvement and Power District
   P.O. Box 52025
   Mail Station ISB661
   Phoenix, AZ  85072-2025
   Attn: Director, Supply & Trading & Fuels (Notices)
   Manager, Gas Trading (Notices)
   Manager Power Accounting Services (Invoices)

   Federal Express Address: (Hand Deliveries, Packages)
   2727 East Washington Street
   Phoenix, AZ  85034-1403

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

13. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT3JE000, originally dated August 1, 2017.
14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody’s") (hereinafter referred to as a “Rated Shipper”), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper’s long-term issuer rating is at least BBB- by S&P or Baa3 by Moody’s or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody’s (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody’s to a level below that set forth in subpart (a) of this section (i).

If at any time during the term of this Agreement, a Rated Shipper’s S&P or Moody’s rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this section (i), then for the time period that the Rated Shipper’s ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this section (i), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in section (ii) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this section (i).

(ii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’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.

(iv) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper 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.

(v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

Accepted and agreed to this

_______ day of ___________________, 2018.

Accepted and agreed to this

_______ day of ___________________, 2018.
EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: September 1, 2018

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

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: September 1, 2018

Effective Dates: See ¶11

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| Contract Meter Quantity (CMQ(s)) | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |

Notes:

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

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

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

Issued on: May 29, 2020

Effective on: July 1, 2020
### EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)
Dated: September 1, 2018

<table>
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<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Effective Dates</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
<th>Fuel 2/</th>
<th>Surcharges 3/</th>
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<td>See ¶11</td>
<td>(1a)</td>
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<th>Primary and Alternate Delivery Point(s) / Location(s)</th>
<th>Reservation Rate 1/</th>
<th>Usage Rate 1/</th>
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**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 $12.7447 per Dekatherm per month.

2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Ex. B-1
Index

Section  Version 4.0.0 January 18, 2017
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Section 1.4. Version 6.0.0 October 1, 2017
Section 2. Version 3.0.0 June 1, 2015
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Section 2.1.2. Version 12.0.0 January 1, 2019
Section 2.1.3. Version 12.0.0 January 1, 2019
Section 2.1.4. Version 12.0.0 January 1, 2019
Section 2.1.5. Version 12.0.0 January 1, 2019
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Section 2.5.3. Version 0.0.0 November 11, 2016
Section 2.5.4. Version 2.0.0 January 1, 2020
Section 2.5.5. Version 0.0.0 November 10, 2017
Section 2.5.6. Version 0.0.0 January 1, 2018
Section 2.5.7. Version 3.0.0 December 1, 2019
Section 2.5.8. Version 1.0.0 May 1, 2019
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Section 2.5.13. Version 2.0.0 December 1, 2019
Section 2.5.14. Version 1.0.0 December 7, 2018
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Section 3. Version 2.0.0 September 18, 2012
Section 3.1. Version 9.0.0 October 1, 2017
Section 3.2. Version 4.0.0 October 1, 2017
Section 3.3. Version 10.0.0 October 1, 2017
Section 3.4. Version 4.0.0 October 1, 2017
Section 3.5. Version 3.0.0 September 18, 2012
Section 3.6. Version 9.0.0 October 1, 2017
Section 3.7. Version 10.0.0 October 1, 2017
Section 3.8. Version 5.0.0 October 1, 2017
Section 3.9. Version 5.0.0 April 1, 2016
Section 3.10. Version 4.0.0 September 18, 2012
Section 3.11. Version 4.0.0 October 1, 2017
Section 3.12. Version 6.0.0 October 1, 2017
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Section 4.2. Version 2.0.0 September 18, 2012
Section 4.3. Version 3.0.0 September 18, 2012
Section 4.4. Version 13.0.0 July 21, 2018
Section 4.5. Version 4.0.0 September 18, 2012
Section 4.6. Version 12.0.0 May 3, 2018
Section 4.7. Version 3.0.0 October 1, 2017
Section 4.8. Version 11.0.0 December 1, 2017
Section 4.9. Version 16.0.0 May 3, 2018
Section 4.10. Version 8.0.0 April 1, 2017
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Section 4.12. Version 5.0.0 October 1, 2017
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