



September 27, 2024

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

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

Re: Non-Conforming Agreement Filing;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP24-

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A.

Proposed with an effective date of November 1, 2024, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect a new non-conforming transportation service agreement ("TSA") executed with Mico LLC ("Mico"). Additionally, EPNG is proposing to remove three non-conforming agreements from its Tariff that will expire on October 31, 2024.

### **Reason for Filing**

Section 4.17 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a discounted rate for any and all service applicable to any individual TSA between the minimum and maximum rates applicable to the underlying service. Recently, EPNG executed a new TSA with Mico (i.e., Agreement No. 620799-FT1EPNG) that reflects a term beginning November 1, 2024 and continuing through March 31, 2025 for a transportation contract demand ("TCD") of 55,212 dekatherms per day. The contract rate for the capacity is the maximum reservation rate for EPNG and an additional discounted reservation rate for its off-system capacity under Section 4.9 of the General Terms and Conditions ("GT&C") of EPNG's Tariff.<sup>1</sup>

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<sup>1</sup> EPNG acquired off-system capacity from TransColorado pursuant to Section 4.9 of the General Terms and Conditions ("GT&C") of EPNG's Tariff. This off-system capacity includes TransColorado points that are identified in the Mico TSA as the primary receipt point or certain alternate points. Additionally, Section 4.9 of the GT&C provides for the assessment of third-party charges associated with off-system capacity.

EPNG's form of service agreement applicable to Rate Schedule FT-1 ("Pro Forma") provides for the inclusion of rate notes to specify discounted rates. The Mieco TSA reflects the applicable discounted reservation rate in Note 1a of Exhibit B. The rate language shown in Note 1a, however, is modified to make clear that the discounted reservation rate charges are related to the off-system capacity pursuant to Section 4.9 of the GT&C<sup>2</sup> (as well as Section 4.17 of the GT&C) and not related to the rates for EPNG's system capacity.<sup>3</sup> Although non-conforming, the rate provision shown in Note 1a is consistent with the intent of the Mieco TSA and merely provides clarity on the applicable reservation rate. Therefore, EPNG requests the Commission accept this non-conforming rate provision as it does not provide any undue preference to Mieco.

### **Description of Filing**

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.<sup>4</sup>

The Table of Contents found in Part I, Section 1 and the index page for Part VII: Non-Conforming are updated to include references to Mieco's Agreement No. 620799-FT1EPNG on the applicable list.<sup>5</sup> Additionally, EPNG is proposing to remove from the lists three non-conforming TSAs that will expire on October 31, 2024.

Part VII, Sections 10.0 through 10.2 are updated to include a copy of Agreement No. 620799-FT1EPNG and to remove a TSA that will expire on October 31, 2024.

Part VII, Sections 56.0 - 56.2 and 58.0 – 58.2 reflects the removal of two non-conforming Rate Schedule FT-2 TSAs that will expire on October 31, 2024.<sup>6</sup>

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<sup>2</sup> The discounted reservation rate related to the off-system capacity is subject to TransColorado's minimum and maximum rates in accordance with Section 4.9 of the GT&C.

<sup>3</sup> See Appendix B for a marked copy of the Mieco TSA reflecting changes from the Pro Forma.

<sup>4</sup> See 18 C.F.R. §§ 154.201 - 154.210 (2024) (Subpart C).

<sup>5</sup> These two tariff records remain pending before the Commission in Docket No. RP24-1098-000. The changes proposed in that proceeding consisted of including a new negotiated rate, non-conforming agreement on the applicable table of contents. Those changes are incorporated in the proposed tariff records. Should the Commission not accept the tariff modifications proposed in the aforementioned proceeding, EPNG will file to modify the subject tariff records accordingly.

<sup>6</sup> The current TSAs with the City of Plains, Texas and the City of Morton, Texas (as represented by these tariff records) will expire on October 31, 2024 and new replacement agreements for these shippers will commence on November 1, 2024. The new agreements conform to the current Rate Schedule FT-2 form of service agreement found in EPNG's Tariff. As a result, EPNG is proposing to remove these two expiring Rate Schedule FT-2 TSAs from its Tariff.

**Procedural Matters**

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

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, a marked version of the Miecو TSA reflecting changes from the Pro Forma;
- d) Appendix C, an executed copy of the Miecو TSA; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2024, which is not less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2024)).

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<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

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

Respectfully submitted,

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

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

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on EPNG's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 27<sup>th</sup> day of September 2024.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.  
Non-Conforming Agreement FilingThird Revised Volume No. 1APart I: Overview

Section 1	Table of Contents	Version 98.0.0
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Part VII: Non-Conforming Agreements

Section 10.0	Mieco LLC #620799-FT1EPNG	Version 96.0.0
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Section 10.1	Mieco LLC #620799-FT1EPNG Exhibit A	Version 9.0.0
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Section 10.2	Mieco LLC #620799-FT1EPNG Exhibit B	Version 4.0.0
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Section 56.0	Reserved	Version 1.0.0
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Section 56.1	Reserved	Version 1.0.0
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Section 56.2	Reserved	Version 1.0.0
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Section 56.3	Reserved	Version 1.0.0
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Section 58.0	Reserved	Version 1.0.0
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Section 58.1	Reserved	Version 1.0.0
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Section 58.2	Reserved	Version 1.0.0
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Section 58.3	Reserved	Version 1.0.0
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## **Appendix B**

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**MIECO LLC**  
(Shipper)

Dated: August 6, 2024



**Transportation Service Agreement**  
Rate Schedule FT-1

Dated: August 6, 2024

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:** MIECO 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  X

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

TCD (Dth/d)	Time Period
55,212	November 1, 2024 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024  
Ending: March 31, 2025

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

**To Shipper:**  
MIECO LLC  
Land Mark Square  
111 W Ocean Blvd, Suite 1600  
Long Beach, CA 90802  
Attn: Pete Milosek

**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.**

**MIECO LLC**

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\_\_\_\_\_

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\_\_\_\_\_  
  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MIECO LLC**  
 (Shipper)

Dated: August 6, 2024

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

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	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/
WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	55,212	55,212	55,212								55,212	55,212		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>55,212</b>	<b>55,212</b>	<b>55,212</b>								<b>55,212</b>	<b>55,212</b>		

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  
**MIECO LLC**  
 (Shipper)

Dated: August 6, 2024

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

**EXHIBIT B  
(CONT.)**

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
302347 STML SJN	42223 YELLOW JACKET PASS						
302344 STML ANA	42235 LOVE RANCH						
302346 STML PER	40379 HARE CANYON						
43886 RYAN GULCH	36106 TRANSWESTERN						
42235 LOVE RANCH	BLANCO	See ¶11		1/ 1a/			
40237 GREASEWOOD	332569 DAGMOJ						
332569 DAGMOJ	314513 ICANUTE						
301016 DSCALEHR	334834 IREDBULL						
301693 INORBAJA	305421 INNDUMAS						
	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

**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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, 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.~~
- 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.

## **Appendix C**

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Rate Schedule FT-1

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

And

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(Shipper)

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7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes \_\_\_\_\_ No  X

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

TCD (Dth/d)	Time Period
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**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.**

**MIECO LLC**

DANIEL J TYGRET

Ana Hernandez

\_\_\_\_\_

\_\_\_\_\_

DIRECTOR – COMMERCIAL

Trader

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

26 August  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

19 August  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

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WRH/TRANSC OL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	55,212	55,212	55,212								55,212	55,212		
<b>TRANSPORTATION CONTRACT DEMAND</b>					55,212	55,212	55,212								55,212	55,212		

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**EXHIBIT B**  
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	332531 SOCWR						
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	301881 ITCOLBLA						
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	40379 HARE CANYON						
	36106 TRANSWESTERN	See ¶11	1 / 1a/				
	BLANCO						
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	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						
302347 STML SJN							
302344 STML ANA							
302346 STML PER							
43886 RYAN GULCH							
42235 LOVE RANCH							
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332569 DAGMOJ							
301016 DSCALEHR							
301693 INORBAJA							

**EXHIBIT B  
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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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of 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.

**Clean Tariff Section(s)**

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Section 5	Reserved
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

**Part VII: Non-Conforming Agreements (Continued)**

Section 7	Comision Federal de Electricidad #FT3CM000
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Section 9	Reserved
Section 10	Mioco LLC #620799-FT1EPNG
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
Section 23	Mexicana de Cobre, S.A. de C.V. #FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
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Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
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Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Reserved
Section 47	Salt River Project Letter Agreement
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**Part VII: Non-Conforming Agreements (Continued)**

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Section 55	City of Plains, Texas Letter Agreement
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Section 57	City of Morton, Texas Letter Agreement
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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
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Section 69	Town of Mountainair, NM Letter Agreement
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Section 77	ConocoPhillips Company #FT3EA000
Section 78	JPMorgan Chase Bank, N.A. #620901-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG

**Part VII: Non-Conforming Agreements (Continued)**

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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	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #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
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Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
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Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000

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

Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
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  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Sterling City, Texas #982T  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #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  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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

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  
Mieco LLC FT-1 Agreement #620799-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG



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

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT3HX000-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG  
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
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Mexicana de Cobre, S.A. de C.V. #FT399000  
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New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

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

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG  
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Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
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WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

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Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
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Section 125	Southwest Gas Corporation #618907-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**MIECO LLC**  
(Shipper)

Dated: August 6, 2024

Agreement No. 620799-FT1EPNG

**Transportation Service Agreement**  
Rate Schedule FT-1

Dated: August 6, 2024

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: MIECO 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  X



Agreement No. 620799-FT1EPNG

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

TCD (Dth/d)	Time Period
55,212	November 1, 2024 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2024  
Ending: March 31, 2025

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

**To Shipper:**  
MIECO LLC  
Land Mark Square  
111 W Ocean Blvd, Suite 1600  
Long Beach, CA 90802  
Attn: Pete Milosek

**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.**

**MIECO LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ day of \_\_\_\_\_, 2024

Agreement No. 620799-FT1EPNG

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

Dated: August 6, 2024

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	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/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	55,212	55,212	55,212								55,212	55,212		
TRANSPORTATION CONTRACT DEMAND					55,212	55,212	55,212								55,212	55,212		

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.

Agreement No. 620799-FT1EPNG

**EXHIBIT B**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**MIECO LLC**  
(Shipper)

Dated: August 6, 2024

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

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Agreement No. 620799-FT1EPNG

**EXHIBIT B  
 (CONT.)**

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716 BLANTRAN						
	300726 BONDTRAN						
	300729 BONSTRAN						
	302136 KEYTRAN						
	302407 WAHATRAN						
	301595 IKEYSTOR						
	301016 DSCALEHR						
	301693 INORBAJA						
	314350 INGPLMOR						
	314604 DPG&ETOP						
	332503 DSCALTOP						
	332554 KRAMER						
	332531 SOCWR						
	314347 INWPLBLA						
	301881 ITCOLBLA						
	41781 DARK CANYON						
302347 STML SJN	42223 YELLOW JACKET						
302344 STML ANA	PASS						
302346 STML PER	42235 LOVE RANCH						
43886 RYAN GULCH	40379 HARE CANYON						
42235 LOVE RANCH	36106 TRANSWESTERN	See ¶11		1/ 1a/			
40237 GREASEWOOD	BLANCO						
332569 DAGMOJ	332569 DAGMOJ						
301016 DSCALEHR	314513 ICANUTE						
301693 INORBAJA	334834 IREDBULL						
	305421 INNDUMAS						
	301360 IBIGBLUE						
	54316 DPHPWAHA						
	53626 STERLING						
	53595 BENEDUM						
	53931 WAHA BI-DI ROLLUP						
	301560 IGRAMARI						
	49748 DPECSTRL						
	314430 INN30PLA						
	314442 INNWAHA						
	300705 ANADTRAN						
	50540 IAGUABLA						
	43886 RYAN GULCH						
	302075 IWESTARW						
	301717 IIGNACIO						
	302250 PLNSTRAN						

Agreement No. 620799-FT1EPNG

**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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of 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.

Reserved

Reserved

Reserved



Reserved

Reserved

Reserved

Reserved

Reserved

**Marked Tariff Section(s)**

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**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000

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

Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
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  
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 Sterling City, Texas #982T  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #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  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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

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  
Mieco LLC FT-1 Agreement #620365620799-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG

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

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT3HX000-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG  
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG  
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG  
JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-FT1EPNG  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG



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

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG  
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	Reserved
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	Reserved
Section 10	Mieco LLC # <del>620365</del> 620799-FT1EPNG
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Reserved
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Reserved
Section 52	Reserved
Section 54	Reserved
Section 55	City of Plains, Texas Letter Agreement
Section 56	<del>City of Plains, Texas #FX225000</del> Reserved
Section 57	City of Morton, Texas Letter Agreement
Section 58	<del>City of Morton, Texas #FX226000</del> Reserved
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	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	JPMorgan Chase Bank, N.A. #620901-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	ExxonMobil Oil Corporation #620082-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	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	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #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
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

~~Agreement No. 620799-FT1EPNG~~  
~~Agreement No. 620365-FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~**MIECO LLC**~~  
~~(Shipper)~~

~~Dated: February 20, 2024~~

Agreement No. 620365-FT1EPNG

**Transportation Service Agreement**

Rate Schedule FT-1

Dated: February 20, 2024

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: MIECO 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~~

Agreement No. 620365-FT1EPNG

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

~~\_\_\_\_\_ TCD~~

~~\_\_\_\_\_ (Dth/d) \_\_\_\_\_ Time Period~~

~~\_\_\_\_\_ 49,665 \_\_\_\_\_ April 1, 2024 - October 31, 2024~~

11. ~~Term of Firm Transportation Service:~~ Beginning: ~~April 1, 2024~~  
Ending: ~~October 31, 2024~~

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

~~To Shipper:~~

~~MIECO LLC~~

~~Land Mark Square~~

~~111 W Ocean Blvd, Suite 1600~~

~~Long Beach, CA 90802~~

~~Attn: Pete Milosek~~

~~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. \_\_\_\_\_ MIECO LLC~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ Accepted and agreed to this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2024. \_\_\_\_\_ day of \_\_\_\_\_, 2024.



Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**MIECO LLC**  
(Shipper)

Dated: August 6, 2024

Agreement No. 620799-FT1EPNG

**Transportation Service Agreement**

Rate Schedule FT-1

Dated: August 6, 2024

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: MIECO 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  X \_\_\_\_\_

Agreement No. 620799-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
55.212	November 1, 2024 - March 31, 2025

11. Term of Firm Transportation Service: Beginning: November 1, 2024  
Ending: March 31, 2025

12. Notices, Statements, and Bills:

To Shipper:  
MIECO LLC  
Land Mark Square  
111 W Ocean Blvd, Suite 1600  
Long Beach, CA 90802  
Attn: Pete Milosek

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.                      MIECO LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ Accepted and agreed to this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2024.                      \_\_\_\_\_ day of \_\_\_\_\_, 2024

Agreement No. 620365-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MIECO LLC**  
 (Shipper)

Dated: February 20, 2024

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	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/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
WRH/TRANS GOL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3				49,665	49,665	49,665	49,665	49,665	49,665	49,665				
<b>TRANSPORTATION CONTRACT DEMAND</b>								49,665	49,665	49,665	49,665	49,665	49,665	49,665				

Agreement No. 620799-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MIECO LLC**  
 (Shipper)

Dated: August 6, 2024

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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>													
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
<u>WRH/TRANS COL RYAN GULCH RIO BLANCO</u>	<u>43886</u>	<u>BLANTRAN</u>	<u>300716</u>	<u>NN3</u>	<u>55,212</u>	<u>55,212</u>	<u>55,212</u>								<u>55,212</u>	<u>55,212</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>55,212</u>	<u>55,212</u>	<u>55,212</u>								<u>55,212</u>	<u>55,212</u>		

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.

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.~~

Agreement No. 620365-FT1EPNG

**EXHIBIT B**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**MIECO LLC**  
(Shipper)

Dated: February 20, 2024

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<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶14	(1)-(1a)				

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Agreement No. 620365-FT1EPNG

**EXHIBIT B  
 (CONT.)**

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
	300716-BLANTRAN						
	300726-BONDTRAN						
	300729-BONSTRAN						
	302136-KEYTRAN						
	302407-WAHATRAN						
	301595-IKEYSTOR						
	301016-DSCALEHR						
	301693-INORBAJA						
	314350-INGPLMOR						
	314604-DPG&ETOP						
	332503-DSCALTOP						
	332554-KRAMER						
	332531-SOCWR						
	314347-INWPLBLA						
	301881-ITCOLBLA						
	41781-DARK CANYON						
302347-STML-SJN	42223-YELLOW JACKET						
302344-STML-ANA	PASS						
302346-STML-PER	42235-LOVE RANCH						
43886-RYAN GULCH	40379-HARE CANYON						
42235-LOVE RANCH	36106-TRANSWESTERN	See ¶11	(1) — (1a)				
40237-GREASEWOOD	BLANCO						
332569-DAGMOJ	332569-DAGMOJ						
301016-DSCALEHR	314513-ICANUTE						
301693-INORBAJA	334834-IREDBULL						
	305421-INNDUMAS						
	301360-IBIGBLUE						
	54316-DPHPWAHA						
	53626-STERLING						
	53595-BENEDUM						
	53931-WAHA-BI-DI-ROLLUP						
	301560-IGRAMARI						
	49748-DPECSTRL						
	314430-INN30PLA						
	314442-INNWAHA						
	300705-ANADTRAN						
	50540-IAGUABLA						
	43886-RYAN GULCH						
	302075-IWESTARW						
	301717-IIGNACIO						
	302250-PLNSTRAN						

~~Agreement No. 620365-FT1EPNG~~

~~**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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of 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.~~

Agreement No. 620799-FT1EPNG

**EXHIBIT B**

To The

Firm Transportation Service Agreement  
Rate Schedule FT-1

between

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

and

**MIECO LLC**

(Shipper)

Dated: August 6, 2024



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

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Agreement No. 620799-FT1EPNG

**EXHIBIT B**  
**(CONT.)**

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
	<u>300716 BLANTRAN</u>						
	<u>300726 BONDTRAN</u>						
	<u>300729 BONSTRAN</u>						
	<u>302136 KEYTRAN</u>						
	<u>302407 WAHATRAN</u>						
	<u>301595 IKEYSTOR</u>						
	<u>301016 DSCALEHR</u>						
	<u>301693 INORBAJA</u>						
	<u>314350 INGPLMOR</u>						
	<u>314604 DPG&amp;ETOP</u>						
	<u>332503 DSCALTOP</u>						
	<u>332554 KRAMER</u>						
	<u>332531 SOCWR</u>						
	<u>314347 INWPLBLA</u>						
	<u>301881 ITCOLBLA</u>						
	<u>41781 DARK CANYON</u>						
<u>302347 STML SJN</u>	<u>42223 YELLOW JACKET</u>						
<u>302344 STML ANA</u>	<u>PASS</u>						
<u>302346 STML PER</u>	<u>42235 LOVE RANCH</u>						
<u>43886 RYAN GULCH</u>	<u>40379 HARE CANYON</u>						
<u>42235 LOVE RANCH</u>	<u>36106 TRANSWESTERN</u>	<u>See ¶11</u>		<u>1/ 1a/</u>			
<u>40237 GREASEWOOD</u>	<u>BLANCO</u>						
<u>332569 DAGMOJ</u>	<u>332569 DAGMOJ</u>						
<u>301016 DSCALEHR</u>	<u>314513 ICANUTE</u>						
<u>301693 INORBAJA</u>	<u>334834 IREDBULL</u>						
	<u>305421 INNDUMAS</u>						
	<u>301360 IBIGBLUE</u>						
	<u>54316 DPHPWAHA</u>						
	<u>53626 STERLING</u>						
	<u>53595 BENEDUM</u>						
	<u>53931 WAHA BI-DI ROLLUP</u>						
	<u>301560 IGRAMARI</u>						
	<u>49748 DPECSTRL</u>						
	<u>314430 INN30PLA</u>						
	<u>314442 INNWAHA</u>						
	<u>300705 ANADTRAN</u>						
	<u>50540 IAGUABLA</u>						
	<u>43886 RYAN GULCH</u>						
	<u>302075 IWESTARW</u>						
	<u>301717 IIGNACIO</u>						
	<u>302250 PLNSTRAN</u>						

Agreement No. 620799-FT1EPNG

**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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of 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.

Agreement No. FX225000

**~~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 these 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.~~

Agreement No. FX225000

~~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 1.4~~

~~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 4 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:~~

<u>YEAR</u>	<u>RATE</u>
2015	\$0.3208

~~Agreement No. FX225000~~

~~2016 — \$0.3240~~

~~2017 — \$0.3272~~

~~2018 — \$0.3305~~

~~2019 — \$0.3338~~

~~2020 — \$0.3371~~

~~2021 — \$0.3405~~

~~2022 — \$0.3439~~

~~2023 — \$0.3473~~

~~2024 — \$0.3508~~

~~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.~~

Agreement No. FX225000

## 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~~



Agreement No. FX225000

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**

~~\_\_\_\_\_ 9.1 \_\_\_\_\_ 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 incorporated by reference in El Paso's Rate Schedule FT-2.~~

~~\_\_\_\_\_ 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.~~

Agreement No. FX225000

~~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 \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Will W. Brown  
Director of Marketing  
Title \_\_\_\_\_

~~ATTEST:~~ \_\_\_\_\_ ~~CITY OF PLAINS, TEXAS~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Title \_\_\_\_\_ Reserved

Agreement No. FX225000

**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**

<b>Receipt Point(s)</b>	<b>Delivery Pressure(s) (psig)*</b>	<b>Maximum Daily Quantity (Dth/d)</b>
<del>216748 - BLANCO</del>		
<del>216747 - BONDAD</del>		
<del>340827 - BONDADST</del>		
<del>340828 - RIOVISTA</del>		

\* ~~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~~

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

By \_\_\_\_\_

By \_\_\_\_\_

Will W. Brown  
 Director of Marketing

Date \_\_\_\_\_

Date \_\_\_\_\_

Reserved

Agreement No. FX225000

**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**

<b>Delivery Point(s)</b>	<b>Maximum Delivery Quantity (Dth/d)</b>
126024 - DPLNSDIS	

<b>Meters</b>	<b>Minimum Delivery Pressure (psig)</b>	<b>Maximum Delivery Pressure (psig)</b>
30662 - Plains City Gate		200

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 \_\_\_\_\_ Reserved

Agreement No. FX225000

**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:

**Section of  
General Terms  
and Conditions \_\_\_\_\_ Substitute Provision**

(NOT APPLICABLE)

**A. Effective Date of this Exhibit C: \_\_\_\_\_ XXXXX**

**B. Supersedes Exhibit C Effective: XXXXX**

**CITY OF PLAINS, TEXAS EL PASO NATURAL GAS COMPANY, L.L.C.**

By XXXXX By XXXXX

Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Reserved

Agreement No. FX226000

**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.~~

Agreement No. FX226000

~~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:~~

<u>YEAR</u>	<u>RATE</u>
<del>2015</del>	<del>\$0.3208</del>

~~Agreement No. FX226000~~

~~2016 — \$0.3240~~

~~2017 — \$0.3272~~

~~2018 — \$0.3305~~

~~2019 — \$0.3338~~

~~2020 — \$0.3371~~

~~2021 — \$0.3405~~

~~2022 — \$0.3439~~

~~2023 — \$0.3473~~

~~2024 — \$0.3508~~

~~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.~~

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## 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~~

Agreement No. FX226000

~~Shipper: \_\_\_\_\_ City of Morton, Texas  
\_\_\_\_\_ 201 East Wilson Street  
\_\_\_\_\_ Morton, Texas 79346  
\_\_\_\_\_ Attention: Brenda Shaw~~

~~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 incorporated by reference in El Paso's Rate Schedule FT-2.~~

~~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.~~

Agreement No. FX226000

~~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 \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Will W. Brown  
Director of Marketing

Title \_\_\_\_\_

~~ATTEST:~~ \_\_\_\_\_ ~~CITY OF MORTON, TEXAS~~

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_ Title \_\_\_\_\_ Reserved

Agreement No. ~~FX226000~~

**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~~**

<b>Receipt Point(s)</b>	<b>Delivery Pressure(s) (psig)*</b>	<b>Maximum Daily Quantity (Dth/d)</b>
<del>216748 - BLANCO</del>		
<del>216747 - BONDAD</del>		
<del>340827 - BONDADST</del>		
<del>340828 - RIOVISTA</del>		

\* ~~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 \_\_\_\_\_ EL PASO NATURAL GAS COMPANY, L.L.C.~~**

By \_\_\_\_\_ By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Will W. Brown  
 \_\_\_\_\_ Director of Marketing

Date \_\_\_\_\_ Date \_\_\_\_\_ Reserved

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**

<b>Delivery Point(s)</b>	<b>Maximum Delivery Quantity (Dth/d)</b>
<del>23370—DMORTDIS</del>	

<b>Meters</b>	<b>Minimum Delivery Pressure (psig)</b>	<b>Maximum Delivery Pressure (psig)</b>
<del>30727—Morton City Gate</del>		250

~~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 \_\_\_\_\_  
Reserved

Agreement No. FX226000

**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:~~

~~Section of  
General Terms  
and Conditions~~

~~Substitute Provision~~

~~(NOT APPLICABLE)~~

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

~~By X X X X X By X X X X X~~

~~Date \_\_\_\_\_ Date \_\_\_\_\_ Reserved~~