



April 30, 2024

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

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

Re: Negotiated Rate 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 for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"). Proposed with an effective date of June 1, 2024, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") and the removal of several expired negotiated rate TSAs.

Reason for Filing

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG executed a new negotiated rate TSA with BP Energy Company ("BP"). The BP TSA, Agreement No. 619601-FT1EPNG, reflects a term beginning June 1, 2024 and continuing through May 31, 2031, for a transportation contract demand ("TCD") of 25,000 dekatherms per day. A fixed negotiated reservation rate of \$12.1667 per dekatherm per month will apply and this reservation rate includes any otherwise applicable additional reservation charges associated with the off-system capacity points listed in the TSA.¹

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record

¹ EPNG acquired off-system capacity from TransColorado Gas Transmission Company LLC ("TransColorado") pursuant to Section 4.9 of the General Terms and Conditions of EPNG's Tariff. This off-system capacity includes certain TransColorado points that are identified as alternate points in the BP TSA.

identifying the transaction.² In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rate and certain contractual terms for the BP TSA.

Description of Filing

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2023) and Subpart C of Part 154 of the Commission's regulations.³

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 is updated to list the BP TSA and to remove several expired negotiated rate TSAs.

Part II, Section 5.1 reflects the inclusion of the negotiated rate and terms applicable to the BP TSA as well as the removal of an expired negotiated rate TSA. Specifically, the proposed tariff record reflects the legal name for BP, the negotiated rate, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

Part II, Sections 5.9, 5.19, 5.27, 5.41, 5.42, 5.47 and 5.48 reflect the removal of several expired negotiated rate TSAs.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁴ 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; and
- c) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on June 1, 2024, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go into effect

² See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

³ 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

⁴ 18 C.F.R. §§ 154.1 – 154.603 (2023).

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:

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El Paso Natural Gas Company, L.L.C.
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Colorado Springs, CO 80944-1087
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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 (2023)).

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 30th day of April 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.
Negotiated Rate Agreement FilingThird Revised Volume No. 1APart II: Statement of Rates

Section 5.0	Statement of Negotiated Rates	Version 53.0.0
Section 5.1	BP Energy Company #619601-FT1EPNG	Version 3.0.0
Section 5.9	Reserved	Version 3.0.0
Section 5.19	Reserved	Version 5.0.0
Section 5.27	Reserved	Version 2.0.0
Section 5.41	Reserved	Version 1.0.0
Section 5.42	Reserved	Version 1.0.0
Section 5.47	Reserved	Version 2.0.0
Section 5.48	Reserved	Version 3.0.0

Clean Tariff Section(s)

Statement of Negotiated Rates

Section 5.1	BP Energy Company #619601-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	Reserved
Section 5.10	Reserved
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Reserved
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Amerdev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Reserved
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Hartree Partners, LP #614700-FT1EPNG
Section 5.41	Reserved

Section 5.42	Reserved
Section 5.43	Eco-Energy Natural Gas, LLC #617940-FT1EPNG
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	Reserved
Section 5.48	Reserved
Section 5.49	Sempra Gas & Power Marketing, LLC #618975-FT1EPNG

Statement of Negotiated Rates

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
BP Energy Company #619601-FT1EPNG 4/	6/1/24 – 5/31/31	25,000	1a/	1/2/3/	48164 IRAMSEYN	314604 DPG&ETOP
			1a/		Primary and Alternate Receipt Point(s) 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD X 41781 DARK CANYON	Primary and Alternate Delivery Point(s) 41781 DARK CANYON 42223 YELLOW JACKET 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 43886 RYAN GULCH
					All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time

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

1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable 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 Section 4.9 of the GT&C of Transporter’s Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Marked Tariff Section(s)

Statement of Negotiated Rates

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG-BP Energy Company #619601-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	EOG Resources, Inc. #FT3JZ000-FT1EPNG Reserved
Section 5.10	Reserved
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG Reserved
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Devon Gas Services, L.P. #615734-FT1EPNG Reserved
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Hartree Partners, LP #614700-FT1EPNG

- Section 5.41 ~~MIECO LLC #617902-FT1EPNG~~Reserved
- Section 5.42 ~~Radiate Energy LLC #617939-FT1EPNG~~Reserved
- Section 5.43 Eco-Energy Natural Gas, LLC #617940-FT1EPNG
- Section 5.44 Eco-Energy Natural Gas, LLC #612617-FT1EPNG
- Section 5.45 Morgan Stanley Capital Group Inc. #612615-FT1EPNG
- Section 5.46 ETC Marketing, Ltd. #617944-FT1EPNG
- Section 5.47 ~~EOG Resources, Inc. #617664-FT1EPNG~~Reserved
- Section 5.48 ~~MIECO LLC #618189-FT1EPNG~~Reserved
- Section 5.49 Sempra Gas & Power Marketing, LLC #618975-FT1EPNG

Statement of Negotiated Rates

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate 1/2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)
<u>BP Energy Company #619601-FT1EPNG 4/</u>	<u>6/1/24 – 5/31/31</u>	<u>25,000</u>	<u>1a/</u>	<u>1/2/3/</u>	<u>48164 IRAMSEYN</u>	<u>314604 DPG&ETOP</u>
			<u>1a/</u>		<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
					<u>43886 RYAN GULCH</u>	<u>41781 DARK CANYON</u>
					<u>42235 LOVE RANCH</u>	<u>42223 YELLOW JACKET</u>
					<u>40237 GREASEWOOD X</u>	<u>42235 LOVE RANCH</u>
					<u>41781 DARK CANYON</u>	<u>40379 HARE CANYON</u>
					<u>36106 TW BLANCO</u>	
					<u>43886 RYAN GULCH</u>	
					<u>All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time</u>	<u>All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff as that provision may move or change from time to time</u>

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

1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable 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 Section 4.9 of the GT&C of Transporter’s Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

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

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

~~ACA:~~

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

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

~~Pacific Gas and Electric Company, (Core Gas Supply) #614437 FT1EPNG 4/~~
~~November March~~ 162,000 ~~1a/ 1/~~ ~~BLANCO~~ ~~PG&ETOP~~
~~Beginning 11/1/2020~~
~~Ending 3/31/2023~~

	Alternate Receipt	Alternate Delivery
1a/	1/	Point(s) Point(s)
	STML ANA	DPG&ETOP
	STML PER	DSCALTOP
	STML SJN	DMOJAVE

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$9.1250 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT 1 reservation rate as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.~~

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

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

~~ACA:~~

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

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

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc.	4/1/22 1/31/24	7,000	1a/ #FT3JZ000-FT1EPNG	1/	IZORRO	IAGUABLA

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.0230 per Dekatherm per month which shall not be subject to the applicable maximum or minimum reservation rate and which shall be payable regardless of quantities transported.~~

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

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

ACA:

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Upstream Energy Services LLC #615017 FT1EPNG 3/4/	3 1 21 through 10 31 23 WAHATRAN	15,000	1a/	1/ 2/	50531 ISALTDRW	302407
					Alternate Receipt Point(s)	Alternate Delivery Point(s)
			1a/	1/ 2/	800907 ICELERO IWESTARW 49444 IPELSPRI IOASISWA 50531 ISALTDRW ILONEWA 801266 ITYHLAKE IVALEROW 49073 IBLAKEDR WAHATRAN 50498 ISALTCRK DPECSTR	302075 301701 301621 301945 302407 49748
			1b/	1/2/	All other receipt points within the Permian Basin	All other delivery points within the Permian Basin
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point	

~~listed immediately above in this Exhibit~~

~~B:~~

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$1.8250 per Dekatherm per month and which shall be payable regardless of quantities transported.~~

~~1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0994 per Dekatherm per day.~~

~~1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.~~

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1	Term of	TCD	Reservation	Usage	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate	Point(s)	Point(s)
Devon Gas Services, L.P. #615734 FT1EPNG	3/1/22 2/29/24	45,000	1a/	1/	48151 IFOXHILL	302250 PLNSTRAN
					Alternate Receipt Point(s)	Alternate Delivery Point(s)
			1/	1/	Any Receipt and Delivery Point combinations in which the Receipt Point and Delivery Point are both Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Point as specified in Exhibit A.	
			1b/	1/	Any Receipt and Delivery Point combinations in which the Receipt Point, the Delivery Point, or both are not Permian Basin locations.	

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$1.9771 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border Ehrenberg Index and the daily NGI El Paso Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily reservation rate plus an incremental \$0.1000 per Dekatherm per Day.

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification Point(s)	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage	Primary Receipt Rate	Primary Delivery Point(s)
MIECO LLC BONDAD #617902 FT1EPNG 4/	9/1/2022 - 12/31/2022	September	23,572	1a/	1/	300722
	332503 DSCALTOP	October	50,000			
		November	50,000	1a/	1/	43886 RYAN GULCH 332503
		December	4,467			
	1/1/2023 - 3/31/2023	January	750	1a/	1/	43886 RYAN GULCH 332503
		February	23,178			
		March	50,000			
					Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
			1a/	1/	43886 RYAN GULCH	301016 DSCALEHR
					302347 STML SJN	301693 INORBAJA
					302344 STML ANA	314604 DPG&ETOP
					302346 STML PER	332503 DSCALTOP
					42235 LOVE RANCH	332554 KRAMER
					40237 GREASEWOOD	332531 SOCWR
					41781 DARK CANYON	320614 IGRIFTH
					332569 DAGMOJ	301881 ITCOLBLA
						300716
BLANTRAN						
						300726
BONDTRAN						

CANYON	41781 DARK
JKT PASS	42223 YELLOW
RANCH	42235 LOVE
CANYON	40379 HARE
BLANCO	36106 TW
	332569 DAGMOJ

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0077 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable additional reservation charges associated with Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule	FT 1	Term of	TCD	Reservation	Usage	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate	Point(s)	Point(s)	
Radiate Energy LLC	9/1/22 10/31/22	3,750	1a/	1/	302080 IWILCOXD	301016 DSCALEHR	
#617939 FT1EPNG	4/	11/1/22 3/31/24	5,000		November	March	
					302347 STML SJN	301016 DSCALEHR	
					302344 STML ANA	301693 INORBAJA	
					302346 STML PER	300716	
					BLANTRAN		
					302080 IWILCOXD	300726	
					BONDTRAN		
					300705 ANADTRAN		
					302250 PLNSTRAN		
					302136 KEYTRAN		
					302407 WAHATRAN		

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$1.7703 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT 1 Delivery	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Point(s)
EOG Resources, Inc. #617664 FT1EPNG 3/ 4/	1/1/23 12/31/23	20,000	1a/	1/ 2/	800907 ICELERO	54316 DPHPWAHA
Delivery			1a/	1/ 2/	Alternate Receipt Point(s)	Alternate Point(s)
					800907 ICELERO	302075
					IWESTARW	
					49444 IPELSPRI	301701
					IOASISWA	
					50531 ISALTDRW	301621
					ILONEWA	
					801266 ITYHLAKE	301945
					IVALEROW	
					49073 IBLAKEDR	302407
					WAHATRAN	
					50498 ISALTCRK	49748
					DPECSTRL	
					302404 WAHA	54316
					DPHPWAHA	
						50540
	IAGUABLA					
						53931 WAHA
	BIDI					
						ROLLUP
			1b/	1/ 2/	All other receipt	All other delivery

~~points within the Permian Basin~~ ~~points within the Permian Basin~~

~~1c/~~

~~1/ 2/~~

~~Any Receipt and Delivery Point combinations~~

~~that do not include a Primary or~~

~~Alternate~~

~~Receipt Point listed immediately~~

~~above with a Primary or Alternate Delivery~~

~~Point~~

~~listed immediately above in this~~

~~Exhibit B.~~

- ~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT 1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.~~
- ~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.5854 per Dth per month and which shall be payable regardless of quantities transported.~~
- ~~1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0994 per Dth per day.~~
- ~~1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference of the daily NGI SoCal Border Ehrenberg Index minus the daily NGI El Paso Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.~~
- ~~2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.~~
- ~~3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.~~
- ~~ACA:
— The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.~~
- ~~4/ This contract does not deviate in any material aspect from the form of service agreement.~~

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
MIECO LLC #618189 FT1EPNG 4/	1/7/2023 - 2/28/2023	50,000	1a/	1/	43886 RYAN GULCH	300716 BLANTRAN
					Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
	1/7/2023 - 2/28/2023		1a/	1/	43886 RYAN GULCH	300716 BLANTRAN
					302347 STML SJN	300726 BONDTRAN
					302344 STML ANA	300729 BONSTRAN
					302346 STML PER	302136 KEYTRAN
					42235 LOVE RANCH	302407 WAHATRAN
					40237 GREASEWOOD	301595 IKEYSTOR
					301016 DSCALEHR	314350 INGPLMOR
					301693 INORBAJA	314347 INWPLBLA
					332569 DAGMOJ	301881 ITCOLBLA
						41781 DARK CANYON
						42223 YELLOW JKT PASS
						42235 LOVE RANCH
						40379 HARE CANYON
						36106 TW BLANCO
						332569 DAGMOJ
						314513 ICANUTE
						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

		Primary	Primary and Alternate
		Receipt Point(s)	Delivery Point(s)
1/7/2023	2/28/2023	1b/	1/
		43886 RYAN GULCH	301016 DSCALEHR
			301693 INORBAJA
			314604 DPG&ETOP
			332503 DSCALTOP
			332554 KRAMER
			332531 SOCWR

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$8.5167 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

~~1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.4664 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

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

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

ACA:

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

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

Reserved