



May 21, 2024

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements 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 July 1, 2024, these tariff records update EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") to reflect two new non-conforming, negotiated rate transportation service agreements ("TSAs") executed with Arizona Electric Power Cooperative, Inc. ("AEPSCO") and Southwest Gas Corporation ("SWG") (referred to herein as the "Project Shippers").

Reason for Filing

Between February 16, 2023 and March 15, 2023, EPNG conducted an open season for firm capacity of up to 20,021 dekatherms per day from the Keystone Pool to Ehrenberg area delivery points and/or to the Willcox delivery point in support of an Expansion Project.¹ At the conclusion of the open season, AEPSCO and SWG were awarded all of the capacity offered at negotiated reservation rates,

¹ Specifically, EPNG's open season offered the following: 1) winter-only capacity (i.e., November through March) from the Keystone Pool to the Ehrenberg delivery point and/or the North Baja delivery point and/or 2) summer-only seasonal capacity (i.e., April through October) from Keystone Pool to the Willcox delivery point or, in the alternative, 3) year-round capacity from the Keystone Pool to the Willcox delivery point. As stated in the open season, this capacity was offered through the utilization of unsubscribed winter capacity, the completion of certain system upgrades and construction of additional facilities including a two-mile, 30" outside diameter loop extension of EPNG's Line No. 1110 near Cornudas, Texas, and certain modifications to system operations (collectively referred to as the "Expansion Project").

as reflected in Agreement Nos. 619229-FT1EPNG and 618907-FT1EPNG (“Project TSAs”).²

On September 22, 2023, EPNG filed a prior notice request in Docket No. CP23-546-000 pursuant to section 7 of the Natural Gas Act and certain sections of the Commission’s Part 157 blanket certificate regulations for the construction of the loop extension on existing Line No. 1110 as well as appurtenant facilities, i.e., the Expansion Project.³ The Commission issued an order on April 25, 2024 authorizing EPNG to construct and operate the facilities as described in its prior notice.⁴ Based on its current construction schedule, EPNG anticipates completing its Expansion Project by July 1, 2024. Concurrent with the anticipated in-service date of its facilities, the associated Project TSAs will become effective on July 1, 2024.⁵

In accordance with Section 154.112(b) of the Commission’s regulations⁶ and the Commission’s policy statement regarding negotiated rates,⁷ EPNG is submitting the Project TSAs for the Commission’s review and acceptance. As described below, the Project TSAs contain non-conforming provisions that are not included in EPNG’s Rate Schedule FT-1 Form of Service Agreement (“Pro Forma”). Accordingly, EPNG is proposing to update its Tariff to include the Project TSAs.

Description of Agreements

As described below, the Project TSAs contain non-conforming provisions that address certain requirements associated with the facility modifications. These provisions do not affect the quality of service received by any other EPNG shipper nor are such provisions unduly discriminatory.

² As noted in the open season, parties had the opportunity to request alternative receipt or delivery points, subject to available capacity. Consequently, SWG requested and was awarded capacity from Keystone to certain delivery points in Arizona. AEPCO was awarded capacity from Keystone to the Willcox delivery point.

³ During the notice period for EPNG’s prior notice application, a protest was filed in the proceeding, resulting in the prior notice application being elevated to a Section 7 proceeding.

⁴ *El Paso Natural Gas Co.*, 187 FERC ¶ 61,041 (2024).

⁵ The proposed effective date for the tariff records representing the Project TSAs coincides with the anticipated commencement date of the agreements (i.e., July 1, 2024). Should the in-service date be different than that proposed herein and the Commission direct EPNG to update the subject tariff records accordingly, EPNG will submit a notice to the Commission identifying the actual effective date.

⁶ 18 C.F.R. §§ 154.112(b) (2023).

⁷ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) (“Policy Statement”).

Non-Conforming Provisions

Construction of Project Facilities

Paragraph 5 of the Pro Forma reflects certain provisions that may be included in a TSA when service involves the construction of facilities. Among these provisions is an acknowledgment that the construction of additional facilities is required in order to provide transportation service to the shipper. Moreover, paragraph 5 of the Pro Forma provides that EPNG's obligations under the TSA are subject to the satisfaction of certain conditions.

The Project Shippers agreed with EPNG to tailor certain construction provisions in the TSAs to align with the scope of the project and, upon in-service, those provisions will no longer apply. Accordingly, the parties have identified the additional facilities in the TSAs as including a 30-inch outside diameter loop extension of EPNG's Line No. 1110 near Cornudas, Texas. Consequently, a provision is included to note that EPNG will acquire all rights-of-way and other surface rights required to site the project facilities. The Project TSAs note that only the receipt (and not acceptance) by EPNG of regulatory authorizations is necessary given that the construction of the project facilities will occur under prior notice authorization. Further, the provision from the Pro Forma addressing expenditure approval for the project facilities is not included in the TSAs as it has already been completed. Finally, a provision has been included in paragraph 5 to state that if the construction conditions are not fully satisfied, where applicable, then EPNG may terminate the underlying agreement without liability to the shipper. These modifications to the Pro Forma construction language simply clarify the applicable project facilities and the specific conditions precedent required. Such modifications do not provide AEPCO or SWG any undue preference.

Partial Month Rates

Given that the Project TSAs contemplate capacity and service associated with facility modifications, the in-service date for the completion of such modifications may occur on a day other than the first day of a month and thereby impact the payment requirements of the Project Shippers. With this in mind, a clarifying provision has been included in paragraph 12 of each TSA to state that the shipper will pay EPNG a prorated share of its applicable reservation charges for that partial month of service. Additionally, a sentence addressing EPNG's effort to keep the Project Shippers informed of the in-service date has also been included in that paragraph. Though this language is non-conforming, it merely clarifies the payment obligations of the shippers and is not unduly discriminatory.

Recovery for Carbon Tax and Greenhouse Gas Costs

EPNG and the Project Shippers have agreed to include paragraph 15, a non-conforming provision allowing for the possibility that the Commission may

permit the recovery of costs incurred in connection with mitigating greenhouse gas emissions, including the costs of credits or other offsets that EPNG may incur.⁸ In the event the Commission permits the recovery of such costs only through the recourse rates, then the Project Shippers will pay EPNG for any Greenhouse Gas Costs through an adjustment of the negotiated reservation rate. In the absence of this provision, the negotiated rate applicable to each TSA could prevent EPNG from recovering the Greenhouse Gas Costs from the Project Shippers. The Commission has previously accepted similar greenhouse gas contract provisions.⁹

Creditworthiness

Paragraph 16 in the Project TSAs includes creditworthiness requirements necessary to ensure continued financial support during the term of the agreement. Specifically, each TSA requires the shipper to demonstrate and maintain sufficient evidence of satisfaction of creditworthiness throughout the term of the TSA by demonstrating that: (1) shipper's senior unsecured debt securities are rated at least BBB- by Standard and Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's"); and (2) shipper is not under review for possible downgrade by S&P and/or Moody's to a level below the stated levels.¹⁰

The provision further requires that if the shippers fall below the aforementioned creditworthiness requirements or become unrated or otherwise fail to satisfy the creditworthiness requirements, then the shippers will satisfy creditworthiness by providing and maintaining: (1) an irrevocable, unconditional guarantee of its obligations under the TSA by a person or entity that satisfies the creditworthiness standards, (2) an irrevocable letter of credit equal to the lesser of 36 months, or the period of time remaining in the term, of the anticipated charges under the TSA, or (3) other credit arrangements which are mutually agreed to by EPNG and the shipper.

Additionally, EPNG may request evidence of creditworthiness which EPNG may then share with its lenders or creditors or any nationally recognized rating agency that is maintaining a rating of EPNG's debt securities. If any change in

⁸ For purposes of the Project TSAs, "Greenhouse Gas Emissions Costs" are defined as (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on EPNG, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that EPNG incurs to comply with any greenhouse gas laws, rules, or regulations.

⁹ See *El Paso Natural Gas Co.*, Docket No. RP23-946-000 (Aug. 23, 2023) (unpublished letter order); *Wyoming Interstate Company, L.L.C.*, Docket No. RP20-111-000 (Nov. 19, 2019) (unpublished letter order); *Colorado Interstate Gas Company, L.L.C.*, Docket No. RP19-1258-000 (Jun. 12, 2019) (unpublished letter order); *Wyoming Interstate Company, L.L.C.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order).

¹⁰ Should a shipper not be rated by S&P or Moody's, the shipper may demonstrate creditworthiness by providing certified audited financial statements for the previous two fiscal year ends that, in EPNG's reasonable discretion, adequately support the level of service under the agreement.

ratings requires a Project Shipper to change how it satisfies the creditworthiness provisions, such shipper will be required to demonstrate the new creditworthiness option within fifteen business days of the change.

The creditworthiness provisions contained in the Project TSAs supplement the creditworthiness requirements found in General Terms and Conditions (“GT&C”) Section 4.16 of EPNG’s Tariff. Although non-conforming, EPNG does not believe these provisions rise to the level of a material deviation given that the additional creditworthiness obligations are necessary to provide a degree of protection to EPNG since it undertook system modifications in order to provide the service contemplated in the Project TSAs.¹¹ Therefore, EPNG respectfully requests the Commission approve these non-conforming provisions.

Negotiated Rates

Section 4.18 of the GT&C of EPNG’s Tariff allows EPNG and a shipper to agree to a transportation rate that is not subject to the minimum-to-maximum range provided on the Tariff’s Statement of Rates. Pursuant to that provision, EPNG and the Project Shippers agreed to fixed negotiated reservation rates for the TSAs submitted herewith.

Tariff Provisions

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.¹²

Part I, Section 1 lists the Project TSAs as non-conforming, negotiated rate agreements. The index page for Part VII provides a similar update by including the TSAs on the list of agreements reflected in that part of the Tariff.¹³

Part VII, Sections 124.0 through 125.2 are updated to include copies of the Project TSAs.

¹¹ The Commission has approved similar creditworthiness language. See *El Paso Natural Gas Co.*, Docket No. RP20-1263-000 (Oct. 30, 2020) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP13-1235-000 (Sept. 24, 2014) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP13-662-000 (Mar. 27, 2013) (unpublished letter order); *Colorado Interstate Gas Co.*, Docket No. RP11-2507-000 (Sept. 27, 2011) (unpublished letter order) where the Commission accepted creditworthiness provisions that involved capacity requiring the construction of new facilities.

¹² See 18 C.F.R. §§ 154.201 - 154.210 (2023) (Subpart C).

¹³ Currently, the tariff records for Part I, Section 1 and the index for Part VII remain pending before the Commission in Docket No. RP24-741-000. Those tariff records reflect the inclusion of non-conforming TSAs in the Tariff effective June 1, 2024. For purposes of this instant filing, the tariff records proposed herein include the modifications proposed in the aforementioned proceeding. Should that filing not be accepted by the Commission, EPNG will file to modify the tariff records proposed herein.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹⁴ 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 each Project TSA reflecting changes from the Pro Forma;
- d) Appendix C, executed copies of the Project TSAs; 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 July 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 records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records 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
Telephone: (719) 520-4657
EPNGRegulatoryAffairs@kindermorgan.com

Mr. Tim Cronin
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4290
Tim_Cronin@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 (2023)).

¹⁴ 18 C.F.R. §§ 154.1 – 154.603 (2023) (Part 154).

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 21st day of May 2024.

/s/

Shelly L. Busby

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

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

Section 1	Table of Contents	Version 94.0.0
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Part VII: Non-Conforming Agreements (index)

Version 92.0.0

Section 124.0	Arizona Electric Power Cooperative #619229-FT1EPNG	Version 0.0.0
Section 124.1	Arizona Electric Power #619229-FT1EPNG Exhibit A	Version 0.0.0
Section 124.2	Arizona Electric Power #619229-FT1EPNG Exhibit B	Version 0.0.0
Section 125.0	Southwest Gas Corporation #618907-FT1EPNG	Version 0.0.0
Section 125.1	Southwest Gas Corp. #618907-FT1EPNG Exhibit A	Version 0.0.0
Section 125.2	Southwest Gas Corp. #618907-FT1EPNG Exhibit B	Version 0.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 5, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) ~~The receipt and acceptance by Transporter of all FERC certificate for the additional facilities regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities Project Facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- (ii) ~~The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities. The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.~~
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No
10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
20,021	April – October (only during summer Months of April through October)

11. **Term of Firm Transportation Service:**

Beginning: The later of (a) the in-service date of the Project Facilities or (b) December 1, 2023 (the "Commencement Date").

Ending: October 31, 2063

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of April through October, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

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

To Shipper:
 ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 P. O. Box 670
 Benson, AZ 85602
 Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

134. **Effect on Prior Agreement(s):** N/A.

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

16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term.; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

147. **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.

**ARIZONA ELECTRIC POWER
COOPERATIVE, INC.**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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/
KEYSTONE	302132	IWILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of \$14.4200 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 24, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: SOUTHWEST GAS CORPORATION**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) ~~The receipt and acceptance by Transporter of all FERC certificate for the additional facilities regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities Project Facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- (ii) ~~The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities. The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.~~
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. **Negotiated Rate:** Yes No
- 10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
20,021	December 2023 – March 2024
5,021	November 2024
20,021	December 2024 – March 2025
20,021	November 2025 – March 2043 (only during winter Months of November through March)

- 11. **Term of Firm Transportation Service:**
 - Beginning: The later of (a) the in-service date of the Project Facilities and (b) December 1, 2023 (the "Commencement Date").
 - Ending: March 31, 2043

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

- 12. **Partial Month Rates** (following the In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of November through March, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

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

To Shipper:

SOUTHWEST GAS CORPORATION
8360 S. Durango Drive
Las Vegas, NV 89113
Attn: Vice President/Administration

To Transporter: See "Points of Contact" in the Tariff.

134. **Effect on Prior Agreement(s):** N/A.

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

16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

147. **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.

SOUTHWEST GAS CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHWEST GAS CORPORATION
 (Shipper)

Dated: April 24, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

					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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								2,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								5,021	20,021

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

					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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								17,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								20,021	20,021

**EXHIBIT A
(CONT.)**

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

Contract Meter Quantity (CMQ(s)) 2/																Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300								2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700								700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679									684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516								2,021	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882									886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553									4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391									1,333		
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021								5,021	20,021		

**EXHIBIT A
(CONT.)**

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

Contract Meter Quantity (CMQ(s)) 2/																Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300								2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700								700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679								684	684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516								8,429	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882								888	886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553								4,606	4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391								2,414	1,333		
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021								20,021	20,021		

Notes:

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

EXHIBIT B

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

Dated: April 24, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$54.1600 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.

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 5, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. **Negotiated Rate:** Yes No
- 10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
20,021	April – October (only during summer Months of April through October)

- 11. **Term of Firm Transportation Service:**
 - Beginning: The later of (a) the in-service date of the Project Facilities or (b) December 1, 2023 (the "Commencement Date").
 - Ending: October 31, 2063

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

- 12. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of April through October, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.
- 13. **Notices, Statements, and Bills:**
 - To Shipper:**
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** N/A.
15. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.
16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.
- (b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).
- (c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term.; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

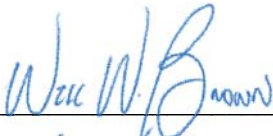
(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

- 17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

ARIZONA ELECTRIC POWER COOPERATIVE, INC.



Will W. Brown

VP Commercial



Executive VP & CEO

Arizona Electric Power Cooperative, Inc.

Accepted and agreed to this

Accepted and agreed to this

13TH day of July, 2023.

12 day of July, 2023.

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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		
KEYSTONE	302132	WILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.4200 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 24, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: SOUTHWEST GAS CORPORATION**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

- 6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
- 9. **Negotiated Rate:** Yes No
- 10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
20,021	December 2023 – March 2024
5,021	November 2024
20,021	December 2024 – March 2025
20,021	November 2025 – March 2043 (only during winter Months of November through March)

- 11. **Term of Firm Transportation Service:**
 - Beginning: The later of (a) the in-service date of the Project Facilities and (b) December 1, 2023 (the "Commencement Date").
 - Ending: March 31, 2043

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

- 12. **Partial Month Rates** (following the In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of November through March, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

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

To Shipper:

SOUTHWEST GAS CORPORATION
8360 S. Durango Drive
Las Vegas, NV 89113
Attn: Vice President/Administration

To Transporter: See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** N/A.

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

16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.


(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

- 17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

SOUTHWEST GAS CORPORATION



WILL W BROWN

VICE PRESIDENT, COMMERCIAL


Frank Stanbrough May 2, 2023 15:54 PDT

Frank Stanbrough

VP/Administration

Accepted and agreed to this

Accepted and agreed to this

4TH day of MAY, 2023.

May 2, 2023 day of May 2, 2023, 2023.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHWEST GAS CORPORATION
 (Shipper)

Dated: April 24, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

		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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								2,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								5,021	20,021

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

		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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								17,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								20,021	20,021

**EXHIBIT A
(CONT.)**

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not greater than 3/	Delivery Pressure (p.s.i.g) Not less than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300										2,300	
DSWG PHX	301122	330029	Chandler No. 1	700	700	700										700	
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679										684	
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516										2,021	9,502
DSWG TUS	301133	320127	W. Isom C-15	862	880	882											886
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553											4,616
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391											1,333
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021										5,021	20,021

**EXHIBIT A
(CONT.)**

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not greater than 3/		
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300										2,300	2,300	
DSWG PHX	301122	330029	Chandler No. 1	700	700	700										700	700	
DSWG TUS	301133	320137	Richard Hawin C31	680	680	679										684	684	
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516										8,429	9,502	
DSWG TUS	301133	320127	W. Isom C-15	862	880	882										888	886	
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553										4,606	4,616	
DSWG TUS	301133	331886	Años De Oro	952	1,962	1,391										2,414	1,333	
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021										20,021	20,021	

Notes:

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

EXHIBIT B

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

Dated: April 24, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
 - 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$54.1600 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.

Clean Tariff Section(s)

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: Rate Schedules

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4 Requests for Services

- Section 4.1 Request for Service
- Section 4.2 Prospective Sale of Available Capacity
- Section 4.3 Availability of Firm Service
- Section 4.4 Obtaining Firm Service Within the Sales Timeline
- Section 4.5 Obtaining Firm Service Outside the Sales Timeline
- Section 4.6 Preparation of TSA
- Section 4.7 Capacity Reserved for Future Expansion Projects
- Section 4.8 Obtaining Interruptible Service
- Section 4.9 Off-System Capacity
- Section 4.10 Reserved
- Section 4.11 Electronic Execution of Agreements
- Section 4.12 Evergreen
- Section 4.13 Re-Contracting for a Higher Level of Service
- Section 4.14 Right-of-First-Refusal
- Section 4.15 Extension of Executed TSAs
- Section 4.16 Creditworthiness Requirement
- Section 4.17 Discounted Rates
- Section 4.18 Negotiated Rate Authority
- Section 4.19 Statutory Regulation
- Section 4.20 Assignments
- Section 4.21 Certification
- Section 4.22 Heating Values
- Section 4.23 Arbitration

Section 5 Service Conditions

Section 6 Nominations and Scheduling Procedures

- Section 6.1 Scheduling of Receipts and Deliveries
- Section 6.2 Capacity Allocation Procedure
- Section 6.3 Adjustments to Confirmations due to Supply Underperformance
- Section 6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5 Flow Day Diversion
- Section 6.6 Pooling
- Section 6.7 Improvement of Scheduling Priority

Section 7 Responsibility for Gas and Products

Section 8 Operating Provisions

- Section 8.1 Firm Service
- Section 8.2 Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

Part VI: Graphical Illustrations

Section 1	North/South System Map
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Part VII: 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 LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-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
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	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	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)

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

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
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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 #620365-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
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-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
EWM P1, LLC Agreement #FT3FM000
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
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
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
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
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
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	City of Las Cruces, NM #FT2AJ000
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	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-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	Texas Gas Service Company #H322A000
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	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 5, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 619229-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No
10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
20,021	April – October (only during summer Months of April through October)

11. **Term of Firm Transportation Service:**
- Beginning: The later of (a) the in-service date of the Project Facilities or (b) December 1, 2023 (the "Commencement Date").
- Ending: October 31, 2063

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of April through October, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.
13. **Notices, Statements, and Bills:**
- To Shipper:**
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)
- To Transporter:** See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** N/A.
15. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.
16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.
- (b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).
- (c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term.; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

Agreement No. 619229-FT1EPNG

(d) To the extent evidence of Shipper’s creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper’s creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter’s debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

**ARIZONA ELECTRIC POWER
COOPERATIVE, INC.**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

Agreement No. 619229-FT1EPNG

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

 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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/
KEYSTONE	302132	WILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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. 619229-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
 (Shipper)

Dated: June 5, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.4200 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.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 24, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: SOUTHWEST GAS CORPORATION**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 618907-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No
10. **Transportation Contract Demand ("TCD"):**

**TCD
(Dth/d)**

Time Period

20,021
5,021
20,021
20,021

December 2023 – March 2024
November 2024
December 2024 – March 2025
November 2025 – March 2043 (only during winter
Months of November through March)

11. **Term of Firm Transportation Service:**

Beginning: The later of (a) the in-service date of the Project Facilities and (b) December 1, 2023 (the "Commencement Date").

Ending: March 31, 2043

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Partial Month Rates** (following the In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of November through March, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

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

To Shipper:

SOUTHWEST GAS CORPORATION
8360 S. Durango Drive
Las Vegas, NV 89113
Attn: Vice President/Administration

To Transporter: See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** N/A.

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

16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

Agreement No. 618907-FT1EPNG

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

SOUTHWEST GAS CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

Agreement No. #618907-FT1EPNG

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

 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHWEST GAS CORPORATION
 (Shipper)

Dated: April 24, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

					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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								2,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								5,021	20,021

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

					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
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								17,021	17,021
TRANSPORTATION CONTRACT DEMAND					20,021	20,021	20,021								20,021	20,021

Agreement No. #618907-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

Contract Meter Quantity (CMQ(s)) 2/																Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300								2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700								700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679									684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516								2,021	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882									886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553									4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391									1,333		
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021								5,021	20,021		

Agreement No. #618907-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/	
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300									2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700									700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679									684	684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516									8,429	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882									888	886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553									4,606	4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391									2,414	1,333		
CONTRACT METER QUANTITY (CMQ(s))				20,021	20,021	20,021									20,021	20,021		

Notes:

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

Agreement No. 618907-FT1EPNG

EXHIBIT B

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

Dated: April 24, 2023

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

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$54.1600 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.

Marked Tariff Section(s)

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: Rate Schedules

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4 Requests for Services

- Section 4.1 Request for Service
- Section 4.2 Prospective Sale of Available Capacity
- Section 4.3 Availability of Firm Service
- Section 4.4 Obtaining Firm Service Within the Sales Timeline
- Section 4.5 Obtaining Firm Service Outside the Sales Timeline
- Section 4.6 Preparation of TSA
- Section 4.7 Capacity Reserved for Future Expansion Projects
- Section 4.8 Obtaining Interruptible Service
- Section 4.9 Off-System Capacity
- Section 4.10 Reserved
- Section 4.11 Electronic Execution of Agreements
- Section 4.12 Evergreen
- Section 4.13 Re-Contracting for a Higher Level of Service
- Section 4.14 Right-of-First-Refusal
- Section 4.15 Extension of Executed TSAs
- Section 4.16 Creditworthiness Requirement
- Section 4.17 Discounted Rates
- Section 4.18 Negotiated Rate Authority
- Section 4.19 Statutory Regulation
- Section 4.20 Assignments
- Section 4.21 Certification
- Section 4.22 Heating Values
- Section 4.23 Arbitration

Section 5 Service Conditions

Section 6 Nominations and Scheduling Procedures

- Section 6.1 Scheduling of Receipts and Deliveries
- Section 6.2 Capacity Allocation Procedure
- Section 6.3 Adjustments to Confirmations due to Supply Underperformance
- Section 6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5 Flow Day Diversion
- Section 6.6 Pooling
- Section 6.7 Improvement of Scheduling Priority

Section 7 Responsibility for Gas and Products

Section 8 Operating Provisions

- Section 8.1 Firm Service
- Section 8.2 Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

Part VI: Graphical Illustrations

Section 1	North/South System Map
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Part VII: 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 LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Mieco LLC #620365-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
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Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
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Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
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Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
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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
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Section 72	City of Lordsburg, NM #FX22B000
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Section 75	ConocoPhillips Company Letter Agreement
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Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
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Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
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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)

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
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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
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Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
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Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
<u>Section 124</u>	<u>Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG</u>
<u>Section 125</u>	<u>Southwest Gas Corporation #618907-FT1EPNG</u>

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

List of Non-Conforming Agreements (Continued)

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
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG

Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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

List of Non-Conforming Agreements (Continued)

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 #620365-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
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-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**List of Non-Conforming Negotiated Rate Agreements (Continued)**

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
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ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG
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ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG
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New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG
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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
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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
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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.

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Section 106	Atmos Energy Corporation #613504000-FT1EPNG
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Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
<u>Section 124</u>	<u>Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG</u>
<u>Section 125</u>	<u>Southwest Gas Corporation #618907-FT1EPNG</u>

Agreement No. 619229-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

Agreement No. 619229-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 5, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 619229-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. **Negotiated Rate:** Yes No

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
20,021	April – October (only during summer Months of April through October)

11. **Term of Firm Transportation Service:**

Beginning: The later of (a) the in-service date of the Project Facilities or (b) December 1, 2023 (the "Commencement Date").

Ending: October 31, 2063

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of April through October, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

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

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. 619229-FT1EPNG

14. **Effect on Prior Agreement(s):** N/A.
15. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.
16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.
- (b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).
- (c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term.; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

Agreement No. 619229-FT1EPNG

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

ARIZONA ELECTRIC POWER
COOPERATIVE, INC.

Accepted and agreed to this

Accepted and agreed to this

day of _____, 2023.

day of _____, 2023.

Agreement No. 619229-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

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>
KEYSTONE	302132	WILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
<u>TRANSPORTATION CONTRACT DEMAND</u>								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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. 619229-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage 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>1a/</u>			

Notes:

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.4200 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.

Agreement No. 618907-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHWEST GAS CORPORATION

(Shipper)

Dated: April 24, 2023

Agreement No. 618907-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 24, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: SOUTHWEST GAS CORPORATION**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.
- (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 618907-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. **Negotiated Rate:** Yes X No

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

<u>TCD (Dth/d)</u>	<u>Time Period</u>
<u>20,021</u>	<u>December 2023 – March 2024</u>
<u>5,021</u>	<u>November 2024</u>
<u>20,021</u>	<u>December 2024 – March 2025</u>
<u>20,021</u>	<u>November 2025 – March 2043 (only during winter Months of November through March)</u>

11. **Term of Firm Transportation Service:**

Beginning: The later of (a) the in-service date of the Project Facilities and (b) December 1, 2023 (the "Commencement Date").

Ending: March 31, 2043

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Partial Month Rates (following the In-Service Date):** If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of November through March, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

Agreement No. 618907-FT1EPNG

13. Notices, Statements, and Bills:

To Shipper:

SOUTHWEST GAS CORPORATION
8360 S. Durango Drive
Las Vegas, NV 89113
Attn: Vice President/Administration

To Transporter: See "Points of Contact" in the Tariff.

14. Effect on Prior Agreement(s): N/A.

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

16. Creditworthiness: Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

Agreement No. 618907-FT1EPNG

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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.

SOUTHWEST GAS CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023. _____ day of _____, 2023.

Agreement No. #618907-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

					<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>
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								2,021	17,021
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>20,021</u>	<u>20,021</u>	<u>20,021</u>								<u>5,021</u>	<u>20,021</u>

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

					<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>
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								17,021	17,021
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>20,021</u>	<u>20,021</u>	<u>20,021</u>								<u>20,021</u>	<u>20,021</u>

Agreement No. #618907-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Meter No.</u>	<u>Description</u>	<u>Contract Meter Quantity (CMQ(s)) 2/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 3/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 3/</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>DSWG PHX</u>	<u>301122</u>	<u>334806</u>	<u>Gilbert C.G.</u>	<u>2,300</u>	<u>2,300</u>	<u>2,300</u>									<u>2,300</u>	<u>2,300</u>		
<u>DSWG PHX</u>	<u>301122</u>	<u>330029</u>	<u>Chandler No. 1</u>	<u>700</u>	<u>700</u>	<u>700</u>									<u>700</u>	<u>700</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>320137</u>	<u>Richard Hawn C31</u>	<u>680</u>	<u>680</u>	<u>679</u>										<u>684</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>330409</u>	<u>Berlenback C-19</u>	<u>9,939</u>	<u>8,892</u>	<u>9,516</u>									<u>2,021</u>	<u>9,502</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>320127</u>	<u>W. Isom C-15</u>	<u>862</u>	<u>880</u>	<u>882</u>										<u>886</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>331092</u>	<u>Avra Valley</u>	<u>4,588</u>	<u>4,607</u>	<u>4,553</u>										<u>4,616</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>331686</u>	<u>Años De Oro</u>	<u>952</u>	<u>1,962</u>	<u>1,391</u>										<u>1,333</u>		
<u>CONTRACT METER QUANTITY (CMQ(s))</u>				<u>20,021</u>	<u>20,021</u>	<u>20,021</u>									<u>5,021</u>	<u>20,021</u>		

Agreement No. #618907-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/	
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
<u>DSWG PHX</u>	<u>301122</u>	<u>334806</u>	<u>Gilbert C.G.</u>	<u>2,300</u>	<u>2,300</u>	<u>2,300</u>									<u>2,300</u>	<u>2,300</u>		
<u>DSWG PHX</u>	<u>301122</u>	<u>330029</u>	<u>Chandler No. 1</u>	<u>700</u>	<u>700</u>	<u>700</u>									<u>700</u>	<u>700</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>320137</u>	<u>Richard Hawn C31</u>	<u>680</u>	<u>680</u>	<u>679</u>									<u>684</u>	<u>684</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>330409</u>	<u>Berlenback C-19</u>	<u>9,939</u>	<u>8,892</u>	<u>9,516</u>									<u>8,429</u>	<u>9,502</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>320127</u>	<u>W. Isom C-15</u>	<u>862</u>	<u>880</u>	<u>882</u>									<u>888</u>	<u>886</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>331092</u>	<u>Avra Valley</u>	<u>4,588</u>	<u>4,607</u>	<u>4,553</u>									<u>4,606</u>	<u>4,616</u>		
<u>DSWG TUS</u>	<u>301133</u>	<u>331686</u>	<u>Años De Oro</u>	<u>952</u>	<u>1,962</u>	<u>1,391</u>									<u>2,414</u>	<u>1,333</u>		
<u>CONTRACT METER QUANTITY (CMQ(s))</u>				<u>20,021</u>	<u>20,021</u>	<u>20,021</u>									<u>20,021</u>	<u>20,021</u>		

Notes:

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

Agreement No. 618907-FT1EPNG

EXHIBIT B

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

Dated: April 24, 2023

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage 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>1a/</u>			

Notes:

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$54.1600 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.