



October 30, 2024

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

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

Re: Negotiated Rate Agreements Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP25-

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"). Proposed with an effective date of November 1, 2024, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect two transportation service agreements ("TSAs") subject to negotiated reservation rates and the removal of three negotiated rate TSAs. Additionally, a recent point redesignation involving one of the TSAs subject to a negotiated rate is reflected on the applicable tariff record. EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2024 effective date, as discussed below.

Reason for Filing

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG executed amendments to two existing TSAs with Hartree Partners, LP ("Hartree") to reflect new negotiated reservation rates as well as extensions of the underlying capacity in each TSA for an additional eight years. The amendments for Hartree Agreement Nos. 615844-FT1EPNG and 615843-FT1EPNG will begin on November 1, 2024 and extend through October 31, 2032.¹ With the amendment, Agreement No. 615844-FT1EPNG will be subject to a fixed negotiated reservation rate of \$14.2958 per dekatherm ("Dth") per month instead of the current discounted reservation rate. Similarly, the amendment to Agreement No. 615843-FT1EPNG updates the negotiated reservation rate to reflect \$14.2958

¹ Agreement No. 615844-FT1EPNG includes a transportation contract demand ("TCD") of 40,000 Dth per day and Agreement No. 615843-FT1EPNG includes a TCD of 50,000 Dth per day.

per Dth per month for the amendment period. The new negotiated rates for each of these amendments will also apply to transactions including the alternate points noted on the TSAs.

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.² In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms for the Hartree TSAs.

November Point Redesignation

Recently, Hartree submitted a request to temporarily redesignate capacity rights from its primary receipt point of ILEARWAS (PIN 314520) to INN26PLA (PIN 300109) on Agreement No. 615843-FT1EPNG for the month of November 2024, as indicated on the attached tariff record. INN26PLA is currently listed as a primary receipt point at which the negotiated rate specified in the TSA applies.³ Hartree's request was accepted by EPNG and, therefore, Agreement No. 615178-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁴ Given that Hartree's temporary redesignation request affects the TSA submitted herewith, EPNG is proposing to update the relevant tariff record to reflect the receipt point modification and the applicable time period.⁵

Description of Filing

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission's regulations.⁶

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 is updated to list Hartree's Agreement No. 615844-FT1EPNG TSA and to remove three negotiated rate TSAs.⁷

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

³ INN26PLA is included within those points identified on Exhibit B of Agreement No. 615843-FT1EPNG at which the negotiated rate applies.

⁴ See Appendix B for a copy of the redesignation report for Agreement No. 615843-FT1EPNG. This report reflects the details regarding Hartree's redesignation request and EPNG's approval of such request.

⁵ Given that this instant filing includes an amendment to Hartree's Agreement No. 615843-FT1EPNG as well as a recent redesignation, EPNG has reflected each of these transactions on the applicable tariff record.

⁶ 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

⁷ Given that Agreement No. 615844-FT1EPNG is changing from a discounted reservation rate to a fixed negotiated reservation rate with the amendment, EPNG is proposing to add the agreement to the index page. Agreement No. 615843-FT1EPNG is already listed on the index page and, as such, no change is necessary for the amendment.

Part II, Sections 5.27 and 5.29 include the negotiated rates and terms applicable to the Hartree TSAs as well as the point redesignation applicable to Hartree's Agreement No. 615843-FT1EPNG. In particular, the proposed tariff records reflect the legal name for Hartree, the negotiated rates, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

Part II, Sections 5.22, 5.33 and 5.40 reflect the removal of three negotiated rate TSAs.⁸

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁹ 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 copy of the redesignation report for Agreement No. 615843-FT1EPNG; and
- d) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2024. As such, EPNG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) of the Commission's regulations.¹⁰ With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

⁸ Effective November 1, 2024, the three TSAs represented by these tariff records will be extended with amendments that no longer include negotiated rates.

⁹ 18 C.F.R. §§ 154.1 – 154.603 (2024).

¹⁰ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

Correspondence and communications concerning this filing should be directed to:

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

Mr. David R. Cain
Assistant General Counsel
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Colorado Springs, CO 80944-1087
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David_Cain@kindermorgan.com

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

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

Respectfully submitted,

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

By _____ /s/ _____
Shelly L. Busby
Director, Regulatory

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 30th day of October 2024.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Negotiated Rate Agreements Update

Third Revised Volume No. 1A

Part II: Statement of Rates

Section 5.0	Statement of Negotiated Rates (index)	Version 56.0.0
Section 5.22	Reserved	Version 2.0.0
Section 5.27	Hartree Partners, LP #615844-FT1EPNG	Version 3.0.0
Section 5.29	Hartree Partners, LP #615843-FT1EPNG	Version 19.0.0
Section 5.33	Reserved	Version 21.0.0
Section 5.40	Reserved	Version 18.0.0

Appendix B

Primary Receipt and Delivery Point ReDesignation Report

Request # : 107738

Company Name : HARTREE PARTNERS, LP

Contract No : 615843-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 21

Submit Date & Time : 10/22/2024 11:53:34AM

Executed Date & time : 10/22/2024 5:39:00PM

Effective Date : 11/01/2024

ReDesignation End Date : 11/30/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
314520	EMP-EOIT/EPNG (ILEARWAS) TRANSOK TO	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	AN2-NN2	27	11/01/2024	11/30/2024	50,000
Re-Designation								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	50,000
Updated TSA Entitlements*								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	50,000

*Note: The Updated TSA Entitlements represent the TSA entitlements once the re-designations have been approved and executed. These may vary from the original request as provided by the tariff in the GT&C, Section 8.1 (f) (iii) (C). To view the final approved TSA entitlements, log into DART and select Contracts and Amendments.

Clean Tariff Section(s)

Statement of Negotiated Rates

Section 5.1	BP Energy Company #619601-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	Texas Gas Service Company #620677-FH3EPNG
Section 5.10	Texas Gas Service Company #620670-FT1EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Texas Gas Service Company #620673-FH3EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	Reserved
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Hartree Partners, LP #615844-FT1EPNG
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Reserved
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	Chevron U.S.A. Inc. #620689-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Reserved
Section 5.40	Reserved
Section 5.41	Reserved

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

Reserved

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615844-FT1EPNG 4/	11/1/24 – 10/31/32	31,349	Jan	1a/	1/2/3/		48164 IRAMSEYN	314604 DPG&ETOP
		31,690	Feb					
		30,869	Mar					
		30,705	Apr					
		29,820	May					
		29,308	June					
		29,593	July					
		29,492	Aug					
		30,071	Sept					
		30,573	Oct					
		32,929	Nov					
		31,426	Dec					
	11/1/24 – 10/31/32	8,651	Jan	1a/	1/2/3/		302248 PLAINS	314604 DPG&ETOP
		8,310	Feb					
		9,131	Mar					
		9,295	Apr					
		10,180	May					
		10,692	June					
		10,407	July					
		10,508	Aug					
		9,929	Sept					
		9,427	Oct					
		7,071	Nov					
		8,574	Dec					
	11/1/24 – 10/31/32			1a/	1/2/3/		Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
							All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time	All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615843-FT1EPNG	11/1/24 – 11/30/24	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	12/1/24 – 10/31/32	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	11/1/24 – 10/31/32		1a/	1/	1/	Primary and Alternate Receipt Point(s) All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff, as that provision may change from time to time.	Primary and Alternate Delivery Point(s) All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter’s Tariff, as that provision may change from time to time.
						43886 RYAN GULCH 42235 LOVE RANCH 36100 GREASEWOOD 40237 GREASEWOOD X 41781 DARK CANYON	41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 36106 TW BLANCO

- 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 \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Reserved

Marked Tariff Section(s)

Statement of Negotiated Rates

Section 5.1	BP Energy Company #619601-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	Texas Gas Service Company #620677-FH3EPNG
Section 5.10	Texas Gas Service Company #620670-FT1EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Texas Gas Service Company #620673-FH3EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG Reserved
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Reserved Hartree Partners, LP #615844-FT1EPNG
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG Reserved
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	Chevron U.S.A. Inc. #620689-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Reserved
Section 5.40	Hartree Partners, LP #614700-FT1EPNG Reserved
Section 5.41	Reserved

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

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc. #616670 FT1EPNG 3/ 4/	4 1 22 through 10 31 22 11 1 22 through 10 31 24	40,000 20,000	1a/	1/ 2/	800907 ICELERO	50540 IAGUABLA
					Alternate Receipt	Alternate Delivery
			1a/	1/ 2/	Point(s)	Point(s)
					800907 ICELERO IWESTARW 49444 IPELSPRI IOASISWA 50531 ISALTDRW 801266 ITYHLAKE IVALEROW 49073 IBLAKEDR WAHATRAN 50498 ISALTCRK 302404 WAHA DELIVERY	302075 301701 301621 ILONEWA 301945 302407 49748 DPECSTRL 54316 WAHA 50540 IAGUABLA 53931 WAHA BI
						ROLLUP
			1b/	1/ 2/	All other receipt points within the Permian Basin	All other delivery points within the Permian Basin
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate	

~~_____ Receipt Point listed immediately above
with _____ a Primary or Alternate Delivery
Point
_____ listed immediately above in this Exhibit~~
B.

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$1.9771 per Dekatherm per month and which shall be payable regardless of quantities transported.~~

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

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

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

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

~~ACA:~~

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

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

Reserved

Statement of Negotiated Rates
 (Rates per Dth/day)

<u>Rate Schedule FT-1</u>	<u>Term of</u>	<u>TCD</u>	<u>Reservation</u>	<u>Usage</u>	<u>Authorized</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Shipper Identification</u>	<u>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Overrun 1/</u>	<u>Point(s)</u>	<u>Point(s)</u>
Hartree Partners, LP	11/1/24 – 10/31/32	31,349 Jan	1a/	1/2/3/		48164 IRAMSEYN	314604 DPG&ETOP
#615844-FT1EPNG 4/		31,690 Feb					
		30,869 Mar					
		30,705 Apr					
		29,820 May					
		29,308 June					
		29,593 July					
		29,492 Aug					
		30,071 Sept					
		30,573 Oct					
		32,929 Nov					
		31,426 Dec					
	11/1/24 – 10/31/32	8,651 Jan	1a/	1/2/3/		302248 PLAINS	314604 DPG&ETOP
		8,310 Feb					
		9,131 Mar					
		9,295 Apr					
		10,180 May					
		10,692 June					
		10,407 July					
		10,508 Aug					
		9,929 Sept					
		9,427 Oct					
		7,071 Nov					
		8,574 Dec					
	11/1/24 – 10/31/32		1a/	1/2/3/		<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
						All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time	All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time

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

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

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

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

ACA:

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

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

Reserved

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP INN26PLA #615843-FT1EPNG	9/11/24 – 10/31/24 12/1/24 – 10/31/32	10/31/24 50,000	50,000	1a/	1/	1/	300109 314604 DPG&ETOP
						314520 ILEARWAS	314604 DPG&ETOP
Alternate Delivery	9/11/24 – 10/31/24		1a/	1/	1/	<u>Primary and Alternate Receipt</u> <u>Receipt Point(s)</u>	<u>Primary and</u> <u>Delivery Point(s)</u>
						All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time.	All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time.
302344 STML ANA	302344 STML ANA					302346 STML PER 302347 STML SJN 43886 RYAN GULCH 314604 DPG&ETOP 42235 LOVE RANCH 332503 DSCALTOP 36100 GREASEWOOD 41781 DARK CANYON 40237 GREASEWOOD X	302346 STML PER 302347 STML SJN 41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 4223 YELLOW JKT 41781 DARK CANYON 36106 TW BLANCO 42235 LOVE RANCH 40370 HARE CANYON

~~36106-TW-BLANCO~~

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of ~~\$9.1250~~14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #610670 FT1EPNG 4/	10/1/24 10/31/24	31,000	1a/	1/2/3/		302248 PLAINS POOL	305421 INNDUMAS
		50,000				300109 INN26PLA	314350 INGPLMOR
						Alternate Receipt Point(s)	Alternate Delivery Point(s)
	10/1/24 10/31/24		1a/	1/2/3/		302344 STML ANA	302344 STML ANA
						302346 STML PER	302346 STML PER
						302347 STML SJN	302347 STML SJN
							314604 DPG&ETOP
							332503 DSCALTOP
							305421 INNDUMAS
							314350 INGPLMOR

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 \$6.6917 per Dekatherm per Month 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 be changed from time to time.

ACA:

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

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

Reserved

Statement of Negotiated Rates

(Rates per Dth/day)

Rate Schedule FT 1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #614700 FT1EPNG 4/	10/1/24 10/31/24	48,860	1a/	1/	302248 PLAINS POOL 314598 IWARMONU	305421 INN DUMAS
		1,140		50,000		
					Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
	10/1/24 10/31/24		1a/	1/	302344 STML ANA 302346 STML PER 302347 STML SJN	302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP

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 \$6.6917 per Dekatherm per month, which shall be payable regardless of quantities transported.

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

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

ACA:

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

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