



March 1, 2023

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

North Baja Pipeline, LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Jonathan Scullion
Manager, Tariffs

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Re: North Baja Pipeline, LLC
Non-Conforming / Negotiated Rate Agreement
Docket No. RP23-_____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ North Baja Pipeline, LLC (“North Baja”) hereby respectfully submits for filing and acceptance revised tariff sections² to be part of its FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”). These revised tariff sections are being submitted to report one (1) tariff record containing one (1) amended non-conforming agreement with negotiated rates under Rate Schedule FTS-1 (“Amendment”). North Baja respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective March 1, 2023.

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

Sorana Linder
Director, Rates, Tariffs & Modernization
* Jonathan Scullion

David R. Hammel
Director, Regulatory and Operations Law
* John Ryan

¹ 18 C.F.R. Part 154 (2023).

² Specifically, North Baja is submitting Revised Part 1 – Table of Contents (“TOC”) and Revised Part 4.3 – Non-Conforming Service Agreements (“Section 4.3”).

Manager, Tariffs
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* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Basis and Reasons

This filing is being submitted to update North Baja's reporting of negotiated rate transactions in accordance with the Commission's January 16, 2002 Order in Docket No. CP01-24-000.³ Furthermore, the Amendment in the instant filing does not modify any non-conforming provision previously accepted by the Commission, nor add any new provision that is either non-conforming or a material deviation from the applicable Forms of Service Agreement in North Baja's Tariff.⁴

Specifically, North Baja is modifying Section 4.3 as a result of Gazprom Marketing & Trading USA, Inc.'s ("Gazprom") organizational name change to SEFE Marketing & Trading USA Inc. ("SEFE").⁵ North Baja is submitting the attached Amendment to Contract No. A025F1 as tariff record 8.1, which reflects the name change from Gazprom to SEFE, included as Appendix C.

Additionally, North Baja is submitting a revised TOC to reflect (i) the shipper's name change from Gazprom to SEFE in Section 8.1 and (ii) the removal of Sempra LNG Marketing, LLC's ("Sempra") Contract No. A016F2 from Section 8.1 due an administrative oversight in a previously approved filing.⁶

Effective Date

³ North Baja Pipeline, LLC, 98 FERC ¶ 61,020 (2002).

⁴ Specifically, Section 7 – Forms of Service Agreement, FTS-1, FTS-1 (LAT-1), ITS-1, ITS-1 (LAT-1), and PAL-1.

⁵ On February 7, 2023, Gazprom notified North Baja via electronic mail of a corporate reorganization resulting in Gazprom's organizational name change to SEFE.

⁶ See North Baja, Docket No. RP19-797-000, wherein North Baja revised Section 4.2.1 to reflect that Contract No. A016F2 with Sempra conformed to North Baja's currently effective *pro forma* service agreement for service under Rate Schedule FTS-1, and revised Section 4.3 to remove the agreement from North Baja's listing of non-conforming service agreements. Due to an administrative oversight, Section 8.1 of the TOC was not updated to reflect "reserved for future use" in accordance with the March 1, 2019 filing.

North Baja respectfully requests the Commission accept the Amendment to become effective March 1, 2023, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁷

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Section 154.7 of the Commission's Regulations, North Baja is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff sections and tariff record (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. A clean version of the Amendment (Appendix C).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of North Baja's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at North Baja's principal place of business.

Pursuant to Section 385.2005, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

⁷ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Rate Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

Respectfully submitted,

NORTH BAJA PIPELINE, LLC

Jonathan Scullion

Jonathan Scullion
Manager, Tariffs

Enclosures

Appendix A

Clean Tariff Sections

North Baja Pipeline, LLC FERC Gas Tariff, First Revised Volume No. 1

<u>Tariff Sections</u>	<u>Version</u>
1 Table of Contents	v.6.0.0
4.3 Statement of Rates, Non-Conforming Service Agreements	v.4.0.0

<u>Tariff Record</u>	<u>Version</u>
8.1 SEFE Marketing & Trading USA Inc. FTS-1 (#A025F1)	v.2.0.0

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NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Name of Shipper/Contract No.</u>	<u>Rate Schedule</u>	<u>Agreement Date</u>	<u>Effective Date</u>
SEFE Marketing & Trading USA Inc. #A025F1	FTS-1	9/12/09	2/24/23
Arizona Public Service Company #A027F1	FTS-1	9/21/09	3/1/10
Arizona Public Service Company #A027I1	ITS-1	9/21/09	3/1/10
Arizona Public Service Company #YA027F1	FTS-1 (LAT-1)	9/21/09	3/1/10
Sempra LNG Marketing Corp. #A016F3	FTS-1	6/25/08	7/1/08
MGI Supply Limited #A003I1	ITS-1	5/28/08	7/1/08
Sempra LNG Marketing, LLC #A016F4	FTS-1	6/25/08	7/1/08

North Baja Pipeline, LLC
FERC NGA Gas Tariff
First Revised Volume No. 1

PART 8.1
Non-conforming Agmt with Neg Rate
SEFE Marketing & Trading USA Inc. FTS-1 (#A025F1)
v.2.0.0

Firm Transportation Service Agreement
Rate Schedule FTS-1

SEFE Marketing & Trading USA Inc.
(#A025F1)

Agreement Effective Date: February 24, 2023

Issued: September 12, 2009
Effective: February 24, 2023

(Option Code A)

ORIGINAL

A025F1

SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this 12th day of September, 2009, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and

Gazprom Marketing & Trading USA, Inc., a corporation existing under the laws of the State of Delaware, (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates a natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of El Paso Natural Gas Company, near Ehrenberg, Arizona, through the states of Arizona and California and terminating at a point of interconnection with Gasoducto Bajanorte at the International Boundary with Mexico, west of Yuma, Arizona; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas from Ogilby, California to Ehrenberg, Arizona; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis,

NOW, THEREFORE, the parties agree as follows:

I

Governmental Authority

- 1.1 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

- 1.3 Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the Mexican exportation and subsequent US importation of natural gas transported by NBP hereunder.

II

Quantity of Gas and Priority of Service

- 2.1 Subject to the terms and provisions of this Agreement and NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1, daily receipts of gas by NBP from Shipper at the point(s) of receipt shall be equal to daily Deliveries of gas by NBP to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to NBP an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in NBP's FERC Gas Tariff. Any limitations of the quantities to be received from each point of receipt and/or delivered to each point of delivery shall be as specified on the Exhibit A attached hereto.
- 2.2 The maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A.
- 2.3 In providing service to its existing or new customers, NBP will use the priorities of service specified in Paragraph 13 of NBP's General Terms and Conditions of Service on file with the FERC.
- 2.4 Prior to initiation of service, Shipper shall provide NBP with any information required by the FERC, as well as all information identified in NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1.

III

Term of Agreement

- 3.1 This Agreement shall become effective September 12, 2009, and shall continue in full force and effect until December 31, 2027, unless extended in accordance with Exhibit B.

IV

Points of Receipt and Delivery

- 4.1 The point(s) of receipt of gas deliveries to NBP is as designated in Exhibit A, attached hereto.
- 4.2 The point(s) of delivery of gas to Shipper is as designated in Exhibit A, attached hereto.

- 4.3 Unless otherwise agreed, Shipper shall deliver or cause to be delivered to NBP the gas to be transported hereunder at pressures sufficient to deliver such gas into NBP's system at the point(s) of receipt. Unless otherwise agreed, NBP shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in NBP's system at the point(s) of delivery.

V

Operating Procedure

- 5.1 Shipper shall conform to the operating procedures set forth in NBP's General Terms and Conditions of Service.
- 5.2 NBP shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1.

VI

Rate(s), Rate Schedules, and General Terms and Conditions of Service

- 6.1 Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event NBP and Shipper agree on a Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in Exhibit B attached hereto.
- 6.2 Shipper shall compensate NBP each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 6.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
- 6.4 NBP shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of NBP's General Terms and Conditions of Service applicable to such services. Shipper shall have the right to protest any such changes proposed by NBP and to exercise any other rights that Shipper may have with respect thereto. Notwithstanding the foregoing, NBP and Shipper agree not to initiate any proceeding before the FERC with respect to an increase or decrease in any negotiated rate set forth in Exhibit B hereto during the primary term.

VII
Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of California.
- 7.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto.
- 7.3 Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 7.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail with all postage or charges prepaid, to either NBP or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail, facsimile or email (return notification received). Unless changed, the addresses of the parties for legal notices are as follows:

"NORTH BAJA PIPELINE, LLC"
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Assistant General Counsel

"Shipper"
Gazprom Marketing & Trading USA, Inc.
700 Louisiana Street, Suite 2500
Houston, TX 77002
Attention: Contract Administrator

Unless changed, the addresses for the parties for routine communications, including monthly statements and payments are as follows:

"NORTH BAJA PIPELINE, LLC"
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Accounting

"Shipper"
Gazprom Marketing & Trading USA, Inc.
700 Louisiana Street, Suite 2500
Houston, TX 77002
Attention: Accounting

- 7.5 All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
- 7.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.
- 7.8 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by permanent transportation authority.
- 7.9 Exhibit(s) A, B and C attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC

By: [Signature]
Name: Henry P. Wais Jr
Title: GM

By: [Signature]
Jeffrey R. Rush
Cof Vice-President

SHIPPER

By: [Signature]
Name: John S. Hattenberger
Title: President and Managing Director

EXHIBIT A

TO THE FIRM TRANSPORTATION AGREEMENT

Dated September 12, 2009

Between NORTH BAJA PIPELINE, LLC,
and Gazprom Marketing & Trading USA, Inc.

Receipt Point
OGILBY REC

Delivery Point
EHRENBURG DEL

Maximum Daily
Quantity (Delivered)
Dth/d
127,160

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated: 12th day of September 2009
Between NORTH BAJA PIPELINE, LLC.
and GAZPROM MARKETING & TRADING USA, INC.

TERMS OF SERVICE

Receipt Point	Delivery Point**	Maximum Daily Quantity (Delivered) Dth/d*
Ogilby, CA	Ehrenberg, AZ	127,160

* Assumes delivery to NBP at a pressure of 1140 PSIG, and delivery to the El Paso and/or Southern California Gas Company pipelines at a pressure of no more than 700 PSIG.

* All natural gas delivered by Shipper shall have a heating value of no less than 1059 Btu/SCF for volumetric sizing.

* A Standard Cubic Foot (SCF) is defined at Standard conditions of 60 deg. F and 14.696 psia.

** The Southern California Gas Company interconnection ("SoCal") is within the path between the receipt point and the El Paso Natural Gas Company delivery point at Ehrenberg, AZ, and deliveries to SoCal will be governed by the NBP Tariff; provided, however, that the Negotiated Rate set forth in Exhibit B shall apply to all deliveries to SoCal.

EXHIBIT B
TO THE FIRM TRANSPORTATION AGREEMENT
Dated: 12th day of September 2009
Between NORTH BAJA PIPELINE, LLC.
and GAZPROM MARKETING & TRADING USA, INC.

NEGOTIATED RATES

A. Negotiated Rate

1. **Fixed Rate:** Shipper shall pay a fixed rate (plus fuel and any surcharges applicable to services under FTS-1) for the full term of this Firm Transportation Service Agreement as follows:

Reservation Charge: \$2.94680/Dth/month

Delivery Charge: \$0.00198/Dth.

2. **Fuel Cap:** Until such time as NBP places into service an expansion requiring additional compression on its system, the maximum fixed fuel rate for this service shall not exceed 0.25% of the total gas transported.

B. Discounted Authorized Overrun Rate

Shipper shall be entitled on any day to ship gas in excess of its MDQ as Authorized Overrun Service in accordance with the terms and conditions of NBP's Tariff. On any day that gas delivered by Shipper to NBP has a heating value between 1059 and 1140 BTU/SFU (so long as gas meets the gas quality specifications in NBP's Tariff), Shipper shall receive a discounted rate for Authorized Overrun Service equal to the Delivery Charge set out above (plus fuel and any government mandated surcharges applicable to services under FTS-1) for a Discounted Overrun Quantity ("DOQ") calculated as follows: $DOQ = [((Shipper's\ MDQ * heat\ rate\ of\ gas\ delivered\ to\ NBP) / 1.059) - Shipper's\ MDQ]$. Shipper shall pay NBP's maximum rate for Authorized Overrun Service for all quantities in excess of the DOQ.

C. Evergreen Rights upon Expiration of Initial Contract Term

One Year Extension Option: Shipper may extend its contract (at the negotiated rate set forth above) for a period of one year past the initial termination date, subject to an election one year in advance of the end of the existing term. At the end of this extension, the FTSA shall terminate unless Shipper exercises its option to use the Five Year Extension Options set forth immediately below.

Five Year Extension Option: Shipper may (1) extend its contract at the negotiated rate set forth above) for a period of five years past the initial termination date or after the One Year Extension as provided above, subject to an election one year in advance of the end of the existing term; and (2) extend its contract for a second period of five years at 90% of the negotiated rate payable under the FTSA immediately prior to the expiration of the first five year extension period, subject to an election one year in advance of any open season for such capacity. Notwithstanding the above, Shipper shall have the right to elect, upon sixty (60) days prior notice to NBP, to change its rate to NBP's then effective maximum recourse rate for the last year of the first extension period. If Shipper makes such election, then Shipper shall for the second extension period have a right of first refusal (ROFR) with respect to any other bids in the event of an open season for the capacity.

EXHIBIT C
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT
Dated: 12th day of September 2009
Between **NORTH BAJA PIPELINE, LLC.**
and **GAZPROM MARKETING & TRADING USA, INC.**

FORM OF TEMPORARY CAPACITY RELEASE

Capacity Release Offer Number: _____

Releasing Shipper: _____
Contract Number _____

Acquiring Shipper _____
Contract Number _____

Effective Date: _____
Termination Date: _____

Receipt Point: _____
Delivery Point: _____

Maximum Daily Quantity: _____
Rate: _____

Re-Releasable: _____
Recall Quantity: _____

Recall Terms: _____

Special Terms and Conditions:

1. _____
2. _____
3. _____

Submitted by: _____

Date: _____

Contract No.: A025F1
Amendment No: 5

AMENDMENT

Date: February 24, 2023

Transporter: North Baja Pipeline, LLC

Shipper: Gazprom Marketing & Trading USA, Inc.

Rate Schedule: FTS-1

Contract No. A025F1 dated ("Agreement") between Transporter and Shipper is amended *March 01, 2023* date as follows:

Gazprom Marketing & Trading USA, Inc changing name to SEFE Marketing & Trading USA Inc..

All other terms and conditions of the Agreement shall remain in full force and effect.

EXHIBITS ONLY SENT. EXECUTABLE DOCUMENTS
NOT REQUIRED

Appendix B

Marked Tariff Sections

North Baja Pipeline, LLC FERC Gas Tariff, First Revised Volume No. 1

<u>Tariff Sections</u>	<u>Version</u>
1 Table of Contents	v.6.0.0
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Non-conforming Agreements with Negotiated Rates

<u>SEFE Marketing & Trading USA Inc. FTS-1 (#A025F1)</u> Sempra LNG Marketing Corp. FTS-1 (#A016F2)	8.1
Sempra LNG Marketing Corp. FTS-1 (#A016F3).....	8.2
Sempra LNG Marketing, LLC FTS-1 (#A016F4).....	8.3

NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO § 154.112(b)

Name of Shipper/Contract No.	Rate Schedule	Agreement Date	Effective Date
Gazprom SEFE Marketing & Trading 9/12/09 -USA, Inc. #A025F1	FTS-1	9/12/09	<u>2/24/23</u>
Arizona Public Service Company #A027F1	FTS-1	9/21/09	3/1/10
Arizona Public Service Company #A027I1	ITS-1	9/21/09	3/1/10
Arizona Public Service Company #YA027F1	FTS-1 (LAT-1)	9/21/09	3/1/10
Sempra LNG Marketing Corp. #A016F3	FTS-1	6/25/08	7/1/08
MGI Supply Limited #A003I1	ITS-1	5/28/08	7/1/08
Sempra LNG Marketing, LLC #A016F4	FTS-1	6/25/08	7/1/08

Appendix C

Amendment

- 1) SEFE Marketing & Trading USA Inc. FTS-1 (#A025F1)

North Baja Pipeline, LLC
FERC NGA Gas Tariff
First Revised Volume No. 1

PART 8.1
Non-conforming Agmt with Neg Rate
SEFE Marketing & Trading USA Inc. FTS-1 (#A025F1)
v.2.0.0

Firm Transportation Service Agreement
Rate Schedule FTS-1

SEFE Marketing & Trading USA Inc.
(#A025F1)

Agreement Effective Date: February 24, 2023

Issued: September 12, 2009
Effective: February 24, 2023

(Option Code A)

ORIGINAL

A025F1

SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
OFFERED BY NORTH BAJA PIPELINE, LLC
UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this 12th day of September, 2009, by and between North Baja Pipeline, LLC, a Delaware Limited Liability Company (hereinafter referred to as "NBP"), and

Gazprom Marketing & Trading USA, Inc., a corporation existing under the laws of the State of Delaware, (hereinafter referred to as "Shipper").

WHEREAS, NBP owns and operates a natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of El Paso Natural Gas Company, near Ehrenberg, Arizona, through the states of Arizona and California and terminating at a point of interconnection with Gasoducto Bajanorte at the International Boundary with Mexico, west of Yuma, Arizona; and

WHEREAS, Shipper desires NBP, on a firm basis, to transport certain quantities of natural gas from Ogilby, California to Ehrenberg, Arizona; and

WHEREAS, NBP is willing to transport certain quantities of natural gas for Shipper, on a firm basis,

NOW, THEREFORE, the parties agree as follows:

I

Governmental Authority

- 1.1 This Firm Transportation Agreement ("Agreement") is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

- 1.3 Shipper shall reimburse NBP for any and all filing fees incurred by NBP specific to Shipper in seeking governmental authorization for the initiation of any new service or extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse NBP for such fees at NBP's designated office within ten (10) days of receipt of notice from NBP that such fees are due and payable. Additionally, Shipper shall reimburse NBP for any and all penalty fees or fines assessed NBP caused by the negligence of Shipper in not obtaining all proper domestic and Mexican import/export licenses, surety bonds or any other documents and approvals related to the Mexican exportation and subsequent US importation of natural gas transported by NBP hereunder.

II

Quantity of Gas and Priority of Service

- 2.1 Subject to the terms and provisions of this Agreement and NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1, daily receipts of gas by NBP from Shipper at the point(s) of receipt shall be equal to daily Deliveries of gas by NBP to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to NBP an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in NBP's FERC Gas Tariff. Any limitations of the quantities to be received from each point of receipt and/or delivered to each point of delivery shall be as specified on the Exhibit A attached hereto.
- 2.2 The maximum quantities of gas to be delivered by NBP for Shipper's account at the point(s) of delivery are set forth in Exhibit A.
- 2.3 In providing service to its existing or new customers, NBP will use the priorities of service specified in Paragraph 13 of NBP's General Terms and Conditions of Service on file with the FERC.
- 2.4 Prior to initiation of service, Shipper shall provide NBP with any information required by the FERC, as well as all information identified in NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1.

III

Term of Agreement

- 3.1 This Agreement shall become effective September 12, 2009, and shall continue in full force and effect until December 31, 2027, unless extended in accordance with Exhibit B.

IV

Points of Receipt and Delivery

- 4.1 The point(s) of receipt of gas deliveries to NBP is as designated in Exhibit A, attached hereto.
- 4.2 The point(s) of delivery of gas to Shipper is as designated in Exhibit A, attached hereto.

- 4.3 Unless otherwise agreed, Shipper shall deliver or cause to be delivered to NBP the gas to be transported hereunder at pressures sufficient to deliver such gas into NBP's system at the point(s) of receipt. Unless otherwise agreed, NBP shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in NBP's system at the point(s) of delivery.

V

Operating Procedure

- 5.1 Shipper shall conform to the operating procedures set forth in NBP's General Terms and Conditions of Service.
- 5.2 NBP shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to NBP's General Terms and Conditions of Service applicable to Rate Schedule FTS-1.

VI

Rate(s), Rate Schedules, and General Terms and Conditions of Service

- 6.1 Shipper shall pay NBP each month for services rendered pursuant to this Agreement in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event NBP and Shipper agree on a Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in Exhibit B attached hereto.
- 6.2 Shipper shall compensate NBP each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with NBP's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 6.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and to the applicable General Terms and Conditions of Service of NBP's FERC Gas Tariff on file with the FERC, all of which are by this reference made a part hereof.
- 6.4 NBP shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of NBP's General Terms and Conditions of Service applicable to such services. Shipper shall have the right to protest any such changes proposed by NBP and to exercise any other rights that Shipper may have with respect thereto. Notwithstanding the foregoing, NBP and Shipper agree not to initiate any proceeding before the FERC with respect to an increase or decrease in any negotiated rate set forth in Exhibit B hereto during the primary term.

VII
Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of California.
- 7.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto.
- 7.3 Shipper agrees to indemnify and hold NBP harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 7.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail with all postage or charges prepaid, to either NBP or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail, facsimile or email (return notification received). Unless changed, the addresses of the parties for legal notices are as follows:

"NORTH BAJA PIPELINE, LLC"
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Assistant General Counsel

"Shipper"
Gazprom Marketing & Trading USA, Inc.
700 Louisiana Street, Suite 2500
Houston, TX 77002
Attention: Contract Administrator

Unless changed, the addresses for the parties for routine communications, including monthly statements and payments are as follows:

"NORTH BAJA PIPELINE, LLC"
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Accounting

"Shipper"
Gazprom Marketing & Trading USA, Inc.
700 Louisiana Street, Suite 2500
Houston, TX 77002
Attention: Accounting

- 7.5 All waivers shall be in writing, and such waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto. In no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.
- 7.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to NBP.
- 7.8 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by permanent transportation authority.
- 7.9 Exhibit(s) A, B and C attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH BAJA PIPELINE, LLC
By: [Signature]
Name: Henry P. Wais Jr
Title: GM

By: [Signature]
Jeffrey R. Rush
Cof Vice-President

SHIPPER
By: [Signature]
Name: John S. Hattenberger
Title: President and Managing Director

EXHIBIT A

TO THE FIRM TRANSPORTATION AGREEMENT

Dated September 12, 2009

Between NORTH BAJA PIPELINE, LLC,
and Gazprom Marketing & Trading USA, Inc.

Receipt Point
OGILBY REC

Delivery Point
EHREBERG DEL

Maximum Daily
Quantity (Delivered)
Dth/d
127,160

EXHIBIT A
TO THE FIRM TRANSPORTATION AGREEMENT
Dated: 12th day of September 2009
Between NORTH BAJA PIPELINE, LLC.
and GAZPROM MARKETING & TRADING USA, INC.

TERMS OF SERVICE

Receipt Point	Delivery Point**	Maximum Daily Quantity (Delivered) Dth/d*
Ogilby, CA	Ehrenberg, AZ	127,160

* Assumes delivery to NBP at a pressure of 1140 PSIG, and delivery to the El Paso and/or Southern California Gas Company pipelines at a pressure of no more than 700 PSIG.

* All natural gas delivered by Shipper shall have a heating value of no less than 1059 Btu/SCF for volumetric sizing.

* A Standard Cubic Foot (SCF) is defined at Standard conditions of 60 deg. F and 14.696 psia.

** The Southern California Gas Company interconnection ("SoCal") is within the path between the receipt point and the El Paso Natural Gas Company delivery point at Ehrenberg, AZ, and deliveries to SoCal will be governed by the NBP Tariff; provided, however, that the Negotiated Rate set forth in Exhibit B shall apply to all deliveries to SoCal.

EXHIBIT B
TO THE FIRM TRANSPORTATION AGREEMENT
Dated: 12th day of September 2009
Between NORTH BAJA PIPELINE, LLC.
and GAZPROM MARKETING & TRADING USA, INC.

NEGOTIATED RATES

A. Negotiated Rate

1. **Fixed Rate:** Shipper shall pay a fixed rate (plus fuel and any surcharges applicable to services under FTS-1) for the full term of this Firm Transportation Service Agreement as follows:

Reservation Charge: \$2.94680/Dth/month

Delivery Charge: \$0.00198/Dth.

2. **Fuel Cap:** Until such time as NBP places into service an expansion requiring additional compression on its system, the maximum fixed fuel rate for this service shall not exceed 0.25% of the total gas transported.

B. Discounted Authorized Overrun Rate

Shipper shall be entitled on any day to ship gas in excess of its MDQ as Authorized Overrun Service in accordance with the terms and conditions of NBP's Tariff. On any day that gas delivered by Shipper to NBP has a heating value between 1059 and 1140 BTU/SFU (so long as gas meets the gas quality specifications in NBP's Tariff), Shipper shall receive a discounted rate for Authorized Overrun Service equal to the Delivery Charge set out above (plus fuel and any government mandated surcharges applicable to services under FTS-1) for a Discounted Overrun Quantity ("DOQ") calculated as follows: $DOQ = [((Shipper's\ MDQ * heat\ rate\ of\ gas\ delivered\ to\ NBP) / 1.059) - Shipper's\ MDQ]$. Shipper shall pay NBP's maximum rate for Authorized Overrun Service for all quantities in excess of the DOQ.

C. Evergreen Rights upon Expiration of Initial Contract Term

One Year Extension Option: Shipper may extend its contract (at the negotiated rate set forth above) for a period of one year past the initial termination date, subject to an election one year in advance of the end of the existing term. At the end of this extension, the FTSA shall terminate unless Shipper exercises its option to use the Five Year Extension Options set forth immediately below.

Five Year Extension Option: Shipper may (1) extend its contract at the negotiated rate set forth above) for a period of five years past the initial termination date or after the One Year Extension as provided above, subject to an election one year in advance of the end of the existing term; and (2) extend its contract for a second period of five years at 90% of the negotiated rate payable under the FTSA immediately prior to the expiration of the first five year extension period, subject to an election one year in advance of any open season for such capacity. Notwithstanding the above, Shipper shall have the right to elect, upon sixty (60) days prior notice to NBP, to change its rate to NBP's then effective maximum recourse rate for the last year of the first extension period. If Shipper makes such election, then Shipper shall for the second extension period have a right of first refusal (ROFR) with respect to any other bids in the event of an open season for the capacity.

EXHIBIT C
TO THE FIRM TRANSPORTATION SERVICE AGREEMENT
Dated: 12th day of September 2009
Between **NORTH BAJA PIPELINE, LLC.**
and **GAZPROM MARKETING & TRADING USA, INC.**

FORM OF TEMPORARY CAPACITY RELEASE

Capacity Release Offer Number: _____

Releasing Shipper: _____
Contract Number _____

Acquiring Shipper _____
Contract Number _____

Effective Date: _____
Termination Date: _____

Receipt Point: _____
Delivery Point: _____

Maximum Daily Quantity: _____
Rate: _____

Re-Releasable: _____
Recall Quantity: _____

Recall Terms: _____

Special Terms and Conditions:

1. _____
2. _____
3. _____

Submitted by: _____

Date: _____

Contract No.: A025F1
Amendment No: 5

AMENDMENT

Date: February 24, 2023

Transporter: North Baja Pipeline, LLC

Shipper: Gazprom Marketing & Trading USA, Inc.

Rate Schedule: FTS-1

Contract No. A025F1 dated ("Agreement") between Transporter and Shipper is amended *March 01, 2023* date as follows:

Gazprom Marketing & Trading USA, Inc changing name to SEFE Marketing & Trading USA Inc..

All other terms and conditions of the Agreement shall remain in full force and effect.

EXHIBITS ONLY SENT. EXECUTABLE DOCUMENTS
NOT REQUIRED