



May 26, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP22-

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 June 1, 2022, these tariff records reflect a minor update to two existing transportation service agreements ("TSAs") and one operator point aggregation service agreement ("OPASA") executed with Salt River Project Agricultural Improvement and Power District ("SRP") that are currently part of EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") as non-conforming agreements (referred to herein as the "Amendments"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the June 1, 2022 effective date, as discussed below.

Background

On November 25, 2013, EPNG submitted a filing with multiple agreements between itself and SRP for the Commission's review and acceptance. Among those agreements was a non-conforming, negotiated rate TSA (i.e., Agreement No. H222T000).¹ The non-conforming provisions in that agreement addressed, among other things, the term of agreement, the governing law, and the inapplicability of Article XI of a previous settlement of EPNG's rate case in Docket

¹ Agreement No. H222T000 is currently designated as Agreement No. H222T000-FH12EPNG.

No. RP95-363.² On December 12, 2013, the Commission issued a letter order accepting the filing.³

On March 21, 2016, EPNG submitted a filing to include a non-conforming OPASA with SRP (i.e., Agreement No. OA237000) in the Tariff. This OPASA contained only one non-conforming provision to address governing law in order to recognize SRP's unique organizational status as a political subdivision of the State of Arizona. The Commission issued a letter order accepting the filing on April 12, 2016.⁴

On May 29, 2020, EPNG submitted a filing that contained a new non-conforming, negotiated rate TSA with SRP (i.e., Agreement No. 611550-FT1EPNG). That agreement included provisions to address certain construction and installation requirements associated with EPNG's South Mainline Expansion Project Application in Docket No. CP18-332-000 (i.e., conditions precedent and creditworthiness). The Commission issued a letter order accepting the filing on June 16, 2020.⁵

Reason for Filing

Recently, SRP requested to include a new delivery meter (i.e., Agua Fria 4) in the existing delivery code ("D-Code") of DSRP PHX (PIN 301043) as of June 1, 2022. Pursuant to Section 5.7(c)(ii) of the General Terms and Conditions of EPNG's Tariff, EPNG evaluated and granted SRP's request. Subsequently, EPNG and SRP proceeded to amend Agreement Nos. H222T000-FH12EPNG, 611550-FT1EPNG, and OA237000 to include the new delivery meter in the DSRP PHX D-Code. SRP specifically requested that the Amendments reflect only the changes for the addition of the new delivery meter.⁶ EPNG was amenable to this request.

² The settlement filed in Docket No. RP95-363-000 ("1996 Settlement"), *inter alia*, established rate certainty for a ten-year period and a risk and revenue sharing mechanism for unsubscribed capacity resulting from contract terminations. Further, Article XI of the 1996 Settlement included provisions applicable to firm shippers with TSAs that were in effect on December 31, 1995 and that remained in effect, in their present form or as amended, in the post-1996 Settlement period (i.e., after December 31, 2005).

³ *El Paso Natural Gas Co.*, Docket No. RP14-206-000 (Dec. 12, 2013) (unpublished letter order).

⁴ *El Paso Natural Gas Co.*, Docket No. RP16-730-000 (Apr. 12, 2016) (unpublished letter order).

⁵ *El Paso Natural Gas Co.*, Docket No. RP20-919-000 (June 16, 2020) (unpublished letter order).

⁶ The inclusion of the new Agua Fria 4 delivery meter in the DSRP PHX D-Code is not changing the quantities for the D-Code. To be clear, Agreement Nos. H222T000-FH12EPNG and 611550-FT1EPNG do not reflect any changes to the maximum delivery quantity at the D-Code or to the contracted delivery meter quantities at the meters within that D-Code. Similarly, Agreement No. OA237000 does not reflect changes to the maximum delivery obligations or maximum hourly obligations associated with the DSRP PHX D-Code.

As a result, the non-conforming provisions as well as the current format of the Amendments remain consistent with those on file with the Commission.⁷

Tariff Records

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.⁸

Part I, Section 1 – Table of Contents updates the listing of non-conforming Agreement No. H222T000-FH12EPNG to identify the service type in the agreement number (i.e., FH12EPNG for the twelve-hour peaking option under Rate Schedule FT-H). The index page for Part VII reflects the same update.

Part VII, Sections 48.0 – 49.1 and 108.0 – 108.2 are updated to include the amendments to Agreement Nos. H222T000-FH12EPNG, 611550-FT1EPNG and OA237000 beginning June 1, 2022. As described above, these Amendments reflect only the addition of the new delivery meter (i.e., Meter No. 55408) to the DSRP PHX D-Code.

Accordingly, Appendix B includes a marked version of each Amendment in comparison to the applicable pro forma agreement. Though the Amendments include non-conforming provisions, EPNG is not requesting the Commission review and accept such provisions as they were previously reviewed and accepted in the aforementioned proceedings.⁹ This instant filing is simply an update to EPNG's Tariff to reflect the Amendments described herein.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹⁰ 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, marked copies of the Amendments against the relevant pro forma agreement;
- d) Appendix C, executed copies of the Amendments; and
- e) clean and marked versions of the tariff records in PDF format.

⁷ No housekeeping items that may have occurred since the previous submission of the filings for the underlying agreements (e.g., pro forma agreement updates) are included.

⁸ See 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

⁹ Given that the Amendments have not been updated for all modifications to the relevant pro forma agreements, those differences are also marked on the agreements in Appendix B.

¹⁰ 18 C.F.R. §§ 154.101 – 154.603 (2021).

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective June 1, 2022, contemporaneous with the effective date of the Amendments. The Amendments have only recently been executed by the parties. As such, EPNG requests the Commission waive the notice requirements found in 18 C.F.R. § 154.207 (2021) of the Commission's regulations. 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 a minimal suspension period, if any, established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
EPNGRegulatoryAffairs@kindermorgan.com

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2021)).

The undersigned hereby certifies that he 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 his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

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

By _____/s/_____
Francisco Tarin
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 26th day of May 2022.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming Agreements Filing

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 77.0.0

Part VII: Non-Conforming Agreements (index)

Version 76.0.0

Section 48.0	Salt Review Project #H222T000-FH12EPNG	Version 2.0.0
Section 48.1	Salt Review Project #H222T000-FH12EPNG Exhibit A	Version 10.0.0
Section 48.2	Salt Review Project #H222T000-FH12EPNG Exhibit B	Version 10.0.0
Section 49.0	Salt Review Project #OA237000	Version 3.0.0
Section 49.1	Salt Review Project # OA237000 Exhibit A	Version 3.0.0
Section 108.0	Salt Review Project Company #611550-FT1EPNG	Version 1.0.0
Section 108.1	Salt Review Project #611550-FT1EPNG Exhibit A	Version 1.0.0
Section 108.2	Salt Review Project #611550-FT1EPNG Exhibit B	Version 1.0.0

Appendix B

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Dated: April 20, 2022

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 20, 2022

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
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 in this Agreement and not otherwise defined in this Agreement elsewhere 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. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. ~~Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.~~

~~Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j) (l) of Transporter's Tariff, will apply.~~
6. ~~**Receipt Points, Delivery Points and Flow Paths:**~~ Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
67. ~~**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-H and Section 4.17 or Section 4.18 of the GT&C General Terms and Conditions.~~ Transporter and Shipper agree that the reservation charge credit provisions currently in Section 16 of the General Terms and Conditions of the Tariff as they may change from time to time shall apply to this Agreement.
78. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
89. **Negotiated Rate Agreement:** Yes ☒ No ☐

914. Term of ~~Agreement~~Firm Transportation Service:

Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H222T000), Contract No. OA233000, the "Agreement for Transfer of the 39,000 Purchase Option" between Transporter and Shipper (collectively these three agreements are referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC acceptance and/or approval of the Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first Day of the Month following such acceptance and/or approval, or 2) January 1, 2014. The date this Agreement becomes effective shall be referred to herein as the "Effective Date." If FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2027.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

1043. Effect on Prior Agreement(s): This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on January 16, 2020.

1140. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
150,000	November – March (Winter)
230,000	April – October (Summer)

12. Notices, Statements, and Bills:

To Shipper:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director Fuels (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **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.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning Shipper's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. Shipper agrees that beginning on the Effective Date, Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to Shipper. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have ~~caused executed~~ this Agreement. ~~This Agreement may be to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.~~

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

By _____ By _____

Name _____ Will W. Brown
Vice President - Business Management

Title _____

Date _____ Date _____

Accepted and agreed to this _____ Accepted and agreed to this _____

_____ day of _____, _____ day of _____, _____

EXHIBIT A

To The
~~Firm~~ Hourly ~~Firm~~ Transportation Service Agreement
~~Rate Schedule FT-H~~

between

EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)**

Dated: April 20, 2022

Effective Dates: June 1, 2022- March 31, 2027

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN NamePoint(s) / Location(s) (Scheduling Code(s))	Receipt PINLoc Code(s)	Primary Delivery PIN NamePoint(s) / Location(s) (Scheduling Code(s))	Delivery PINLoc Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714	DSRP PHX	301043	CC1	10,000	10,000	10,000	25,000	25,000	35,000	35,000	35,000	25,000	24,000	10,000	10,000
BLANCO	300714	DSRP PHX	301043	NS3	21,000	21,000	21,000	25,000	25,000	35,000	35,000	35,000	25,000	25,000	21,000	21,000
BONDADST	300724	DSRP PHX	301043	NS2	15,104	26,559	30,275	41,532	43,630	38,617	34,966	34,957	35,419	38,904	36,131	24,007
BONDADST	300724	DSRP PHX	301043	NS3	13,896	6,441	4,725	5,468	4,370	383	4,034	4,043	11,581	9,596		5,493
KEystone	302132	DSRP PHX	301043	SS1	58,665	54,665	52,665	94,665	94,665	83,665	83,665	83,665	94,665	94,165	51,534	58,165
WAHA	302404	DSRP PHX	301043	SS1	14,000	14,000	14,000	21,000	20,000	20,000	20,000	20,000	21,000	21,000	14,000	14,000
ITRICRWN	334863	DSRP PHX	301043	SS1	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335
TRANSPORTATION CONTRACT DEMAND					150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000

Shipper's Transportation Contract Demand: See ¶Paragraph 11

EXHIBIT A
To The
~~Firm-Hourly Firm~~ Transportation Service Agreement
~~Rate Schedule FT-H~~
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

Effective Dates: June 1, 2022 - March 31, 2027

Primary Delivery PIN Name/Point(s) / Location(s) (Scheduling Code(s))	Delivery PIN/Loc Code(s)	Meter No.	Description	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	100,000	100,000	100,000	122,619	122,619	122,619	122,619	122,619	122,619	122,619	100,000	100,000	250	
DSRP PHX	301043	331983	SANTAN PP DELIVERY				11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043	334811 (b)	KYRENE POWER PLANT TURBINE	50,000	50,000	50,000	96,242	96,242	96,242	96,242	96,242	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
CONTRACT METER QUANTITY (CMQ(s))				150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000		

(a) Sum total for Aqua Fria meters.

(b) Sum total for Kyrene meters.

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~~ El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
~~Firm-Hourly Firm~~ Transportation Service Agreement
~~Rate Schedule FT-H~~
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	June 1, 2022 - March 31, 2027	<u>(1a)</u>		<u>(1b)</u>		

<i>Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</i>	<i>Point Identification Number (PIN) Receipt Loc Code(s)</i>	<i>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</i>	<i>Point Identification Number (PIN) Delivery Loc Code(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	302346	DSRP PHX	301043	June 1, 2022 -					
STML SJN	302347	IGILARVR	398668	March 31, 2027	<u>(1a) (1d)</u>		<u>(1b)</u>		
STML ANA	302344								

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-H or other superseding Rate Schedules; as such rates may be changed from time to time.~~ 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) _____ (insert if applicable) which shall be payable regardless of quantities transported.~~ Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-12 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$13.9917 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-12 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.

EXHIBIT B
To The
~~Firm-Hourly Firm~~ Transportation Service Agreement
~~Rate Schedule FTH~~
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

1b - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.

1c - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

1d - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.

- 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, a~~ All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

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

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Dated: April 20, 2022

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: April 20, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **DP Operator:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
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 in this Agreement and not otherwise defined in this Agreement elsewhere 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.~~ **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Delivery point aggregation service shall be provided in accordance with the Tariff.

Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

Transporter and DP Operator agree to the use of:

1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and
2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. **~~Term of Operator Point Aggregation Service Agreement:~~** Beginning: April 1, 2016
Ending: March 31, 2017
(This primary term shall not be for a period longer than one year.)

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

78. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Operator Point Aggregation Service Agreement between Transporter and Salt River Project Agricultural Improvement and Power District, referred to as Transporter's Agreement No. OA237000, originally dated on April 1, 2016.

87. **Notices and Statements:**

To DP Operator:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB250
Phoenix, AZ 85072-2025
Attn: Manager Supply & Trading (Notices)
Manager Power Accounting Services (Invoices)

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

9. **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.

910. **Governing Law:** Transporter and DP Operator 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; provided however, that any question concerning DP Operator's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have ~~executed~~caused this Agreement. ~~This Agreement may be to 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 in two original counterparts, by their duly authorized officers, the day and year first set forth herein.~~

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

Accepted and agreed to this _____

Accepted and agreed to this _____

____ day of _____, _____.

____ day of _____, _____.

By _____

By _____

Timothy C Dorpinghaus
Director-Commercial

Name _____

Title_____

Date_____ Date_____

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (DP Operator)
Dated: April 20, 2022

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Maximum Delivery Obligation ("MDO")

D-Code	Meter PIN No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSRP PHX	14978	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232
DSRP PHX	20557 30250 55408 31798*	100,000	100,000	100,000	151,700	163,400	160,500	160,200	158,500	161,400	161,200	108,100	100,000
DSRP PHX	31983	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770
DSRP PHX	34810 34811*	117,480	117,480	117,480	132,480	132,480	132,480	132,480	132,480	132,480	132,480	117,480	117,480
DSRP PHX	34851	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
DSRP PHX	34893	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

Maximum Hourly Obligation ("MHO")

D-Code	Meter PIN No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSRP PHX	14978	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
DSRP PHX	20557 30250 55408 31798*	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
DSRP PHX	31983	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760
DSRP PHX	34810 34811*	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342
DSRP PHX	34851	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670
DSRP PHX	34893	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: April 20, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 20, 2022

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No ☐

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

**TCD
(Dth/d)**

Time Period

50,000

April - October (summer only)

11. **Term of Firm Transportation Service:** Beginning: The later of (a) the In-Service Date of the additional facilities required to provide the transportation service (the "Expansion Project") (anticipated to be July 1, 2020) or (b) July 1, 2020

Ending: October 31, 2032

Transporter's obligation to complete the Expansion Project are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

- (a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and
- (b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

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.

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

To Shipper:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director, Supply & Trading & Fuels (Notices)
Manager, Gas Trading (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on September 1, 2018.

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (a) of this section (i).

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

- (ii) 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 section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, 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.
- (iv) 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.
- (v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.

15. **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.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Accepted and agreed to this

_____ day of _____, 2022.

Accepted and agreed to this

_____ day of _____, 2022.

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

 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
 (Shipper)

Dated: April 20, 2022

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: June 1, 2022 - October 31, 2032

					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	DSRP PHX	301043	SS1				50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND								50,000	50,000	50,000	50,000	50,000	50,000	50,000		

EXHIBIT A (CONT.)

Effective Dates: June 1, 2022 - October 31, 2023

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE													525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1													250	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
CONTRACT METER QUANTITY (CMQ(s))							50,000	50,000	50,000	50,000	50,000	50,000	50,000				

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
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
 (Shipper)
 Dated: April 20, 2022

<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	June 1, 2022 - October 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	302346	DSRP PHX	301043	June 1, 2022 -	(1a)			
STML SJN	302347	IGILARVR	398668	October 31, 2032				
STML ANA	302344							

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 \$ 12.7447 per Dekatherm per month.
- 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 Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Dated: April 20, 2022

Transportation Service Agreement

Rate Schedule FT-H

Dated: April 20, 2022

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions. Transporter and Shipper agree that the reservation charge credit provisions currently in Section 16 of the General Terms and Conditions of the Tariff as they may change from time to time shall apply to this Agreement.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate Agreement:** Yes X No
9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H222T000), Contract No. OA233000, the "Agreement for Transfer of the 39,000 Purchase Option" between Transporter and Shipper (collectively these three agreements are referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC acceptance and/or approval of the Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first Day of the Month following such acceptance and/or approval, or 2) January 1, 2014. The date this Agreement becomes effective shall be referred to herein as the "Effective Date."

If FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2027.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on January 16, 2020.

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

TCD (Dth/d)	Time Period
150,000	November – March (Winter)
230,000	April – October (Summer)

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

To Shipper:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director Fuels (Notices)
Manager Power Accounting Services (Invoices)

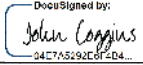
Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **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.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning Shipper's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. Shipper agrees that beginning on the Effective Date, Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to Shipper. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By  _____
 Name John Coggins
 Title Chief Power System Executive
 Date 5/24/2022 | 10:06:10 PM MST

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

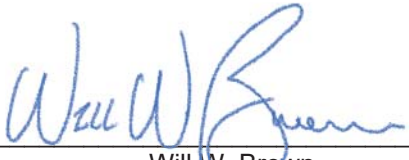
By  _____
 Will W. Brown
 VP Commerical
 Date May 25, 2022

EXHIBIT A

To The

Hourly Firm Transportation Service Agreement

between

EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)

and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)

Dated: April 20, 2022

Effective Dates: June 1, 2022- March 31, 2027

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714	DSRP PHX	301043	CC1	10,000	10,000	10,000	25,000	25,000	35,000	35,000	35,000	25,000	24,000	10,000	10,000
BLANCO	300714	DSRP PHX	301043	NS3	21,000	21,000	21,000	25,000	25,000	35,000	35,000	35,000	25,000	25,000	21,000	21,000
BONDADST	300724	DSRP PHX	301043	NS2	15,104	26,559	30,275	41,532	43,630	38,617	34,966	34,957	35,419	38,904	36,131	24,007
BONDADST	300724	DSRP PHX	301043	NS3	13,896	6,441	4,725	5,468	4,370	383	4,034	4,043	11,581	9,596		5,493
KEYSTONE	302132	DSRP PHX	301043	SS1	58,665	54,665	52,665	94,665	94,665	83,665	83,665	83,665	94,665	94,165	51,534	58,165
WAHA	302404	DSRP PHX	301043	SS1	14,000	14,000	14,000	21,000	20,000	20,000	20,000	20,000	21,000	21,000	14,000	14,000
ITRICRWN	334863	DSRP PHX	301043	SS1	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335
TRANSPORTATION CONTRACT DEMAND					150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000

Shipper's Transportation Contract Demand: See Paragraph 11

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

Effective Dates: June 1, 2022 - March 31, 2027

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Description	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043/331798 (a)		AGUA FRIA 1	100,000	100,000	100,000	122,619	122,619	122,619	122,619	122,619	122,619	122,619	100,000	100,000	250	
DSRP PHX	301043	331983	SANTAN PP DELIVERY				11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043/334811 (b)		KYRENE POWER PLANT TURBINE	50,000	50,000	50,000	96,242	96,242	96,242	96,242	96,242	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
CONTRACT METER QUANTITY (CMQ(s))				150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000		

- (a) Sum total for Agua Fria meters.
(b) Sum total for Kyrene meters.

- 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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	June 1, 2022 - March 31, 2027	(1a)		(1b)		

<i>Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))</i>	<i>Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))</i>	<i>Receipt Loc Code(s)</i>	<i>Delivery Loc Code(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	DSRP PHX	302346	301043	June 1, 2022 -					
STML SJN	IGILARVR	302347	398668	March 31, 2027	(1a) (1d)		(1b)		
STML ANA		302344							

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.

1a/ - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-12 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$13.9917 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-12 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

- 1b - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.
- 1c - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.
- 1d - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.
- 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Dated: April 20, 2022

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: April 20, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **DP Operator:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Delivery point aggregation service shall be provided in accordance with the Tariff.

Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

Transporter and DP Operator agree to the use of:

1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and
2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

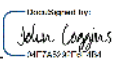
6. **Term of Agreement:** Beginning: April 1, 2016
Ending: March 31, 2017
(This primary term shall not be for a period longer than one year.)

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, this Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

7. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Operator Point Aggregation Service Agreement between Transporter and Salt River Project Agricultural Improvement and Power District, referred to as Transporter's Agreement No. OA237000, originally dated on April 1, 2016.
8. **Notices and Statements:**
- To DP Operator:**
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB250
Phoenix, AZ 85072-2025
Attn: Manager Supply & Trading (Notices)
Manager Power Accounting Services (Invoices)
- To Transporter:** See "Points of Contact" in the Tariff.
9. **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.
10. **Governing Law:** Transporter and DP Operator 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; provided however, that any question concerning DP Operator's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

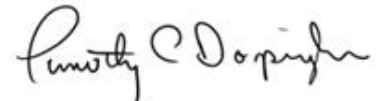
By  _____
DocuSigned by:
John Coggins
5472A5A7C5-8B4

Name John Coggins

Title Chief Power System Executive

Date 5/24/2022 | 10:06:10 PM MST

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

By  _____
Timothy C Dorpinghaus
Director-Commercial

Date May 25, 2022

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (DP Operator)
Dated: April 20, 2022

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Maximum Delivery Obligation ("MDO")

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSRP PHX	14978	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232
DSRP PHX	20557 30250 55408 31798*	100,000	100,000	100,000	151,700	163,400	160,500	160,200	158,500	161,400	161,200	108,100	100,000
DSRP PHX	31983	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770
DSRP PHX	34810 34811*	117,480	117,480	117,480	132,480	132,480	132,480	132,480	132,480	132,480	132,480	117,480	117,480
DSRP PHX	34851	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
DSRP PHX	34893	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	Februray dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSRP PHX	14978	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
DSRP PHX	20557 30250 55408 31798*	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
DSRP PHX	31983	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760
DSRP PHX	34810 34811*	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342
DSRP PHX	34851	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670
DSRP PHX	34893	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: April 20, 2022

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 20, 2022

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No ☐

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

TCD (Dth/d)	Time Period
50,000	April - October (summer only)

11. **Term of Firm Transportation Service:** Beginning: The later of (a) the In-Service Date of the additional facilities required to provide the transportation service (the "Expansion Project") (anticipated to be July 1, 2020) or (b) July 1, 2020

Ending: October 31, 2032

Transporter's obligation to complete the Expansion Project are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

- (a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and
- (b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

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.

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

To Shipper:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director, Supply & Trading & Fuels (Notices)
Manager, Gas Trading (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on September 1, 2018.

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (a) of this section (i).

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

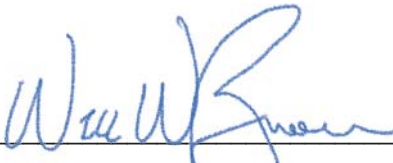
- (ii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, 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.
- (iv) 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.
- (v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.

15. **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.



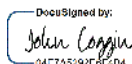
WILL W BROWN

VP Commercial

Accepted and agreed to this

25th day of May, 2022.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**



John Coggins

Chief Power System Executive

Accepted and agreed to this

24th day of May, 2022.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: April 20, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: June 1, 2022 - October 31, 2032

					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	DSRP PHX	301043	SS 1				50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND								50,000	50,000	50,000	50,000	50,000	50,000	50,000		

**EXHIBIT A
(CONT.)**

Effective Dates: June 1, 2022 - October 31, 2032

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		
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE													525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1													250	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
CONTRACT METER QUANTITY (CMQ(s))							50,000	50,000	50,000	50,000	50,000	50,000	50,000				

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
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)
Dated: April 20, 2022

<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	June 1, 2022 - October 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	302346	DSRP PHX	301043	June 1, 2022 -				
STML SJN	302347	IGILARVR	398668	October 31, 2032	(1a)			
STML ANA	302344							

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 \$ 12.7447 per Dekatherm per month.
- 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.

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List of Non-Conforming Agreements

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
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
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Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG

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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 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
Graham County Utilities, Inc. #97ZP
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
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

List of Non-Conforming Agreements (Continued)

Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
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
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
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
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
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List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
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Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FTH-8 Agreement #H822E000
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
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000
EWM P1, LLC Agreement #FT3FM000
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
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
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Public Service Company of New Mexico FT-1 Agreement #FT3ET000
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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
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 #615940-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
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Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG
Targa Gas Marketing LLC FT-1 Agreement #611666-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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-3 Agreement #H3229000
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG
WTG Gas Marketing, Inc. FT-1 Agreement #616954-FT1EPNG
WTG Gas Marketing, Inc. FT-1 Agreement #616955-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-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

- | | |
|------|---|
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| 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	ConocoPhillips Company #FT276000
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Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
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Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
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
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	XTO Energy Inc. #613717-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	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
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	XTO Energy Inc. #613719-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	Atmos Energy Corporation #H222Y000
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 #615940-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 Gas Marketing, Inc. #616954-FT1EPNG
Section 118	WTG Gas Marketing, Inc. #616955-FT1EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Dated: April 20, 2022

Agreement No. H222T000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: April 20, 2022

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions. Transporter and Shipper agree that the reservation charge credit provisions currently in Section 16 of the General Terms and Conditions of the Tariff as they may change from time to time shall apply to this Agreement.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate Agreement:** Yes ☒ No ☐
9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H222T000), Contract No. OA233000, the "Agreement for Transfer of the 39,000 Purchase Option" between Transporter and Shipper (collectively these three agreements are referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC acceptance and/or approval of the Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first Day of the Month following such acceptance

Agreement No. H222T000-FH12EPNG

and/or approval, or 2) January 1, 2014. The date this Agreement becomes effective shall be referred to herein as the "Effective Date." If FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2027.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on January 16, 2020.
11. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
150,000	November – March (Winter)
230,000	April – October (Summer)

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

To Shipper: Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director Fuels (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

Agreement No. H222T000-FH12EPNG

13. **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.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning Shipper's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. Shipper agrees that beginning on the Effective Date, Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to Shipper. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

By_____

Name_____

Title_____

Date_____

By_____

Will W. Brown

Vice President – Business Management

Date_____

Agreement No. H222T000-FH12EPNG

EXHIBIT A
 To The
 Hourly Firm Transportation Service Agreement
 between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
 and **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT** (Shipper)
 Dated: April 20, 2022

Effective Dates: June 1, 2022 – March 31, 2027

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714	DSRP PHX	301043	NS3	21,000	21,000	21,000	25,000	25,000	35,000	35,000	35,000	25,000	25,000	21,000	21,000
BLANCO	300714	DSRP PHX	301043	CC1	10,000	10,000	10,000	25,000	25,000	35,000	35,000	35,000	25,000	24,000	10,000	10,000
BONDADST	300724	DSRP PHX	301043	NS3	13,896	6,441	4,725	5,468	4,370	383	4,034	4,043	11,581	9,596		5,493
BONDADST	300724	DSRP PHX	301043	NS2	15,104	26,559	30,275	41,532	43,630	38,617	34,966	34,957	35,419	38,904	36,131	24,007
KEYSTONE	302132	DSRP PHX	301043	SS1	58,665	54,665	52,665	94,665	94,665	83,665	83,665	83,665	94,665	94,165	51,534	58,165
ITRICRWN	334863	DSRP PHX	301043	SS1	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335
WAHA	302404	DSRP PHX	301043	SS1	14,000	14,000	14,000	21,000	20,000	20,000	20,000	20,000	21,000	21,000	14,000	14,000
TRANSPORTATION CONTRACT DEMAND					150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Agreement No. H222T000-FH12EPNG

EXHIBIT A
 To The
 Hourly Firm Transportation Service Agreement
 between
 EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
 and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
 Dated: April 20, 2022

Effective Dates: June 1, 2022 – March 31, 2027

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	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/
				January	February	March	April	May	June	July	August	September	October	November	December		
DSRP PHX	301043	314978	Desert Basin Power Plant													525	
DSRP PHX	301043	320557	Agua Fria 2													125	
DSRP PHX	301043	330250	Agua Fria 3													125	
DSRP PHX	301043	55408	Agua Fria 4														
DSRP PHX	301043	331798 (a)	Agua Fria 1	100,000	100,000	100,000	122,619	122,619	122,619	122,619	122,619	122,619	122,619	100,000	100,000	250	
DSRP PHX	301043	331983	Santan PP Delivery				11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	Kyrene Power Plant													295	
DSRP PHX	301043	334811 (b)	Kyrene Power Plant Turbine	50,000	50,000	50,000	96,242	96,242	96,242	96,242	96,242	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	Snowbird Delivery													525	
DSRP PHX	301043	800924	Mesquite Power Plant Block 1														
CONTRACT METER QUANTITY (CMQ(s))				150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000		

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

(a) Sum total for Agua Fria meters.

(b) Sum total for Kyrene meters.

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. H222T000-FH12EPNG

EXHIBIT B
 To The
 Hourly Firm Transportation Service Agreement
 between
 EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
 and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
 Dated: April 20, 2022

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	June 1, 2022 – March 31, 2027	(1a)		(1b)		

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel /2	Surcharges 3/
STML PER STML SJN STML ANA	302346 302347 302344	DSRP PHX IGILARVR	301043 398668	June 1, 2022 – March 31, 2027	(1a) (1d)		(1b)		

Ex. B-1

Agreement No. H222T000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
- 1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-12 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$13.9917 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-12 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.
- 1b - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.
- 1c - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.
- 1d - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.
- 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Dated: April 20, 2022

Agreement No. OA237000

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: April 20, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **DP Operator:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Delivery point aggregation service shall be provided in accordance with the Tariff.

Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

Transporter and DP Operator agree to the use of:

1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and
2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. **Term of Agreement:** Beginning: April 1, 2016
Ending: March 31, 2017
(This primary term shall not be for a period longer than one year.)

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, this Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Agreement No. OA237000

7. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Operator Point Aggregation Service Agreement between Transporter and Salt River Project Agricultural Improvement and Power District, referred to as Transporter's Agreement No. OA237000, originally dated on April 1, 2016.
8. **Notices and Statements:**
- To DP Operator:** Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB250
Phoenix, AZ 85072-2025
Attn: Manager Supply & Trading (Notices)
Manager Power Accounting Services (Invoices)
- To Transporter:** See "Points of Contact" in the Tariff.
9. **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.
10. **Governing Law:** Transporter and DP Operator 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; provided however, that any question concerning DP Operator's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

By _____

By _____

Timothy C Dorpinghaus
Director-Commercial

Name _____

Title _____

Date _____

Date _____

Agreement No. OA237000

Exhibit A
To The
Operator Point Aggregation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Salt River Project Agricultural
Improvement and Power District (DP Operator)
Dated: April 20, 2022

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Maximum Delivery Obligation ("MDO")

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSRP PHX	14978	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232
DSRP PHX	20557 30250 55408 31798*	100,000	100,000	100,000	151,700	163,400	160,500	160,200	158,500	161,400	161,200	108,100	100,000
DSRP PHX	31983	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770
DSRP PHX	34810 34811*	117,480	117,480	117,480	132,480	132,480	132,480	132,480	132,480	132,480	132,480	117,480	117,480
DSRP PHX	34851	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
DSRP PHX	34893	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSRP PHX	14978	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
DSRP PHX	20557 30250 55408 31798*	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
DSRP PHX	31983	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760
DSRP PHX	34810 34811*	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342

Issued on: May 26, 2022

Effective on: June 1, 2022

DSRP PHX	34851	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670
DSRP PHX	34893	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: April 20, 2022

Agreement No. 611550-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 20, 2022

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

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No ☐

Agreement No. 611550-FT1EPNG

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

TCD (Dth/d)	Time Period
50,000	April – October (summer only)

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

Beginning: The later of (a) the In-Service Date of the additional facilities required to provide the transportation service (the "Expansion Project") (anticipated to be July 1, 2020) or (b) July 1, 2020.

Ending: October 31, 2032

Transporter's obligation to complete the Expansion Project are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

- (a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and
- (b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

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.

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

To Shipper: Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director, Supply & Trading & Fuels (Notices)
Manager, Gas Trading (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on September 1, 2018.

Agreement No. 611550-FT1EPNG

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (a) of this section (i).

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

- (ii) 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 section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, 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.
- (iv) 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.
- (v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.

Agreement No. 611550-FT1EPNG

15. **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.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Accepted and agreed to this

_____ day of _____, 2022.

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 611550-FT1EPNG

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: April 20, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: June 1, 2022 – October 31, 2022

					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	DSRP PHX	301043	SS1				50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND								50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Ex. A-1

Issued on: May 26, 2022

Effective on: June 1, 2022

Agreement No. 611550-FT1EPNG

**EXHIBIT A
(CONT.)**

Effective Dates: June 1, 2022 – October 31, 2032

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		
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE													525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1													250	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
CONTRACT METER QUANTITY (CMQ(s))							50,000	50,000	50,000	50,000	50,000	50,000	50,000				

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.

Ex. A-2

Agreement No. 611550-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
 (Shipper)
 Dated: April 20, 2022

<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	June 1, 2022 - October 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	302346	DSRP PHX	301043	June 1, 2022 -				
STML SJN	302347	IGILARVR	398668	October 31, 2032	(1a)			
STML ANA	302344							

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 \$ 12.7447 per Dekatherm per month.
- 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.

Issued on: May 26, 2022

Effective on: June 1, 2022

- 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.

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List of Non-Conforming Agreements

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
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
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Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG

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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
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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 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
Graham County Utilities, Inc. #97ZP
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
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

List of Non-Conforming Agreements (Continued)

Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000

List of Non-Conforming Agreements (Continued)

Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000

Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000

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

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

Sterling Natural Gas, Inc. #982T

Southwest Gas Corporation Letter Agreement

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

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000

Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000

Arizona Public Service Company FT-1 Agreement #FT39D000

Arizona Public Service Company FT-1 Agreement #FT39E000

Arizona Public Service Company FT-1 Agreement #FT39H000

Arizona Public Service Company FT-1 Agreement #FT3HX000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FTH-8 Agreement #H822E000

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

Comision Federal de Electricidad #FT3CM000

Comisión Federal de Electricidad #FT3H4000

ConocoPhillips Company FT-1 Agreement #FT276000

ConocoPhillips Company FT-1 Agreement #FT3EA000

Devon Gas Services, L.P. FT-1 Agreement #FT3HG000

EWM P1, LLC Agreement #FT3FM000

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

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 #FT3ET000

Public Service Company of New Mexico FT-1 Agreement #FT3EU000

Public Service Company of New Mexico FTH-12 Agreement #H222W000

Public Service Company of New Mexico FTH-12 Agreement #H222X000

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

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 #615940-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

Targa Gas Marketing LLC FT-1 Agreement #611666-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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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

List of Non-Conforming Negotiated Rate Agreements (Continued)

UNS Gas, Inc. FT-1 Agreement #FT3AB000

UNS Gas, Inc. FTH-3 Agreement #H3229000

WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG

WTG Gas Marketing, Inc. FT-1 Agreement #616954-FT1EPNG

WTG Gas Marketing, Inc. FT-1 Agreement #616955-FT1EPNG

XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG

XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG

XTO Energy Inc. FT-1 Agreement #613719-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	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
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	Southwest Gas Corporation Letter Agreement
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
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
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
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-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. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
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
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	XTO Energy Inc. #613717-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	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
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	XTO Energy Inc. #613719-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	Atmos Energy Corporation #H222Y000
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 #615940-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 Gas Marketing, Inc. #616954-FT1EPNG
Section 118	WTG Gas Marketing, Inc. #616955-FT1EPNG

Agreement No. H222T000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Dated: ~~June 1, 2017~~ April 20, 2022

Agreement No. H222T000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: ~~June 1, 2017~~ April 20, 2022

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:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Firm Hourly Transportation Service: Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.

6. **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 pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions. Transporter and Shipper agree that the reservation charge credit provisions currently in Section 16 of the General Terms and Conditions of the Tariff as they may change from time to time shall apply to this Agreement.
7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
8. **Negotiated Rate Agreement:** Yes X No
9. **Term of Agreement:**

Transporter shall file with the FERC for its acceptance and/or approval this Agreement (Contract No. H222T000), Contract No. OA233000, the "Agreement for Transfer of the 39,000 Purchase Option" between Transporter and Shipper (collectively these three agreements are referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC acceptance and/or approval of the Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first Day of the Month following such acceptance

Agreement No. H222T000-FH12EPNG

and/or approval, or 2) January 1, 2014. The date this Agreement becomes effective shall be referred to herein as the "Effective Date." If FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

This Agreement shall terminate on March 31, 2027.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on January 16, 2020. When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties:
~~Agreement No. H222T000 originally dated January 1, 2014.~~

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

TCD (Dth/d)	Time Period
150,000	November – March (Winter)
230,000	April – October (Summer)

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

To Shipper: Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director Fuels (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

Agreement No. H222T000-FH12EPNG

13. ***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.
14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning Shipper's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. Shipper agrees that beginning on the Effective Date, Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to Shipper. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

By_____

Name_____

Title_____

Date_____

By_____

Will W. Brown

Vice President – Business Management

Date_____

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT** (Shipper)
Dated: August 27, 2021

Effective Dates: ~~September 1, 2021 – October 15, 2021~~

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714	DSRP-PHX	301043	NS3									25,000	25,000		
BLANCO	300714	DSRP-PHX	301043	CC1									25,000	24,000		
BONDADST	300724	DSRP-PHX	301043	NS3									2,581	596		
BONDADST	300724	DSRP-PHX	301043	NS2									35,419	38,904		
KEYSTONE	302132	DSRP-PHX	301043	SS1									94,665	94,165		
ITR CRWN	334863	DSRP-PHX	301043	SS1									17,335	17,335		
WAHA	302404	DSRP-PHX	301043	SS1									21,000	21,000		
BONDADST	300724	IHARQULA	314988	NS3									9,000	9,000		
TRANSPORTATION CONTRACT DEMAND													230,000	230,000		

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT** (Shipper)
Dated: ~~August 27, 2021~~ April 20, 2022

Effective Dates: ~~October 16, 2021~~ June 1, 2022 – March 31, 2027

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714	DSRP PHX	301043	NS3	21,000	21,000	21,000	25,000	25,000	35,000	35,000	35,000	25,000	25,000	21,000	21,000
BLANCO	300714	DSRP PHX	301043	CC1	10,000	10,000	10,000	25,000	25,000	35,000	35,000	35,000	25,000	24,000	10,000	10,000
BONDADST	300724	DSRP PHX	301043	NS3	13,896	6,441	4,725	5,468	4,370	383	4,034	4,043	11,581	9,596		5,493
BONDADST	300724	DSRP PHX	301043	NS2	15,104	26,559	30,275	41,532	43,630	38,617	34,966	34,957	35,419	38,904	36,131	24,007
KEYSTONE	302132	DSRP PHX	301043	SS1	58,665	54,665	52,665	94,665	94,665	83,665	83,665	83,665	94,665	94,165	51,534	58,165
ITRICRWN	334863	DSRP PHX	301043	SS1	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335
WAHA	302404	DSRP PHX	301043	SS1	14,000	14,000	14,000	21,000	20,000	20,000	20,000	20,000	21,000	21,000	14,000	14,000
TRANSPORTATION CONTRACT DEMAND					150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-~~12~~

Issued on: May 26, 2022

Effective on: June 1, 2022

~~Agreement No. H222T000-FH12EPNG~~
~~EXHIBIT A~~
~~To The~~
~~Hourly Firm Transportation Service Agreement~~
~~between~~
~~EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)~~
~~and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)~~
~~Dated: August 27, 2021~~

~~Effective Dates: September 1, 2021 – October 15, 2021~~

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Description	Contract Meter Quantity (CMQ(s)) - 2/												Deliver y Pressur e (p.s.i.g.) Not less than 3/	Delivery Pressur e (p.s.i.g.) Not greater than 3/
				January	Februar y	March	April	May	June	July	August	Septembe r	October	November	Decemb er		
DSRP PHX	301043	314978	Desert Basin Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	525	-
DSRP PHX	301043	320557	Agua Fria-2	-	-	-	-	-	-	-	-	-	-	-	-	425	-
DSRP PHX	301043	330250	Agua Fria-3	-	-	-	-	-	-	-	-	-	-	-	-	425	-
DSRP PHX	301043	331798 (a)	Agua Fria-1									122,619	122,619			250	-
DSRP PHX	301043	331983	Santan PP Delivery									2,139	2,139			525	-
DSRP PHX	301043	334810	Kyrene Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	295	-
DSRP PHX	301043	334811 (b)	Kyrene Power Plant Turbine									96,242	96,242			525	-
DSRP PHX	301043	334851	Snowbird Delivery									-	-			525	-
DSRP PHX	301043	800924	Mesquite Power Plant Block 1									-	-			-	-
CONTRACT METER QUANTITY (CMQ(s))				-								221,000	221,000			-	-

Ex. A-3

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: ~~August 27, 2021~~ April 20, 2022

Effective Dates: ~~October 16, 2021~~ June 1, 2022 – March 31, 2027

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	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/
				January	February	March	April	May	June	July	August	September	October	November	December		
DSRP PHX	301043	314978	Desert Basin Power Plant													525	
DSRP PHX	301043	320557	Agua Fria 2													125	
DSRP PHX	301043	330250	Agua Fria 3													125	
DSRP PHX	301043	55408	Agua Fria 4														
DSRP PHX	301043	331798 (a)	Agua Fria 1	100,000	100,000	100,000	122,619	122,619	122,619	122,619	122,619	122,619	122,619	100,000	100,000	250	
DSRP PHX	301043	331983	Santan PP Delivery				11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	Kyrene Power Plant													295	
DSRP PHX	301043	334811 (b)	Kyrene Power Plant Turbine	50,000	50,000	50,000	96,242	96,242	96,242	96,242	96,242	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	Snowbird Delivery													525	
DSRP PHX	301043	800924	Mesquite Power Plant Block 1														
CONTRACT METER QUANTITY (CMQ(s))				150,000	150,000	150,000	230,000	230,000	230,000	230,000	230,000	230,000	230,000	150,000	150,000		

Ex. A-~~24~~

Issued on: May 26, 2022

Effective on: June 1, 2022

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: ~~August 27, 2021~~April 20, 2022

(a) Sum total for Agua Fria meters.

(b) Sum total for Kyrene meters.

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-~~3~~4

Agreement No. H222T000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: ~~August 27, 2021~~April 20, 2022

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	September 1, 2021 <u>June 1, 2022</u> – March 31, 2027	(1a)		(1b)		

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel /2	Surcharges 3/
\$TML PER \$TML SJN \$TML ANA	302346 302347 302344	DSRP PHX IGILARVR	301043 398668	See ¶ 9 June 1, 2022 <u>See ¶ 9 June 1, 2022 – March 31, 2027</u>	(1a) (1d)		(1b)		

Ex. B-1

Agreement No. H222T000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (Shipper)
Dated: April 20, 2022

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-H; as such rates may be changed from time to time.
- 1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-12 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$13.9917 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-12 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.
- 1b - All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.
- 1c - All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.
- 1d - Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including the meters related to such points.
- 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Issued on: May 26, 2022

Effective on: June 1, 2022

Agreement No. OA237000

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

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

and

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Dated: April ~~1, 2016~~ 20, 2022

Agreement No. OA237000

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: April ~~1, 2016~~ 20, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **DP Operator:** SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Delivery point aggregation service shall be provided in accordance with the Tariff.

Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

Transporter and DP Operator agree to the use of:

1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and
2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. **Term of Agreement:** Beginning: April 1, 2016
Ending: March 31, 2017
(This primary term shall not be for a period longer than one year.)

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, this Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Agreement No. OA237000

7. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Operator Point Aggregation Service Agreement between Transporter and Salt River Project Agricultural Improvement and Power District, referred to as Transporter's Agreement No. OA237000, originally dated on April 1, 2016.
~~When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA233000 dated March 1, 2015.~~

~~Agreement No. OA237000~~

8. **Notices and Statements:**

To DP Operator: Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB250
Phoenix, AZ 85072-2025
Attn: Manager Supply & Trading (Notices)
Manager Power Accounting Services (Invoices)

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

9. **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.

10. **Governing Law:** Transporter and DP Operator 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; provided however, that any question concerning DP Operator's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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

By_____

By_____

Timothy C Dorpinghaus
Director-Commercial

Name_____

Title_____

Date_____

Date_____

Agreement No. OA237000

Exhibit A
To The
Operator Point Aggregation Service Agreement
Between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Salt River Project Agricultural
Improvement and Power District (DP Operator)
Dated: April 1, 2016 ~~20, 2022~~

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Maximum Delivery Obligation ("MDO")

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSRP PHX	14978	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232
DSRP PHX	20557 30250 55408 31798*	100,000	100,000	100,000	151,700	163,400	160,500	160,200	158,500	161,400	161,200	108,100	100,000
DSRP PHX	31983	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770
DSRP PHX	34810 34811*	117,480	117,480	117,480	132,480	132,480	132,480	132,480	132,480	132,480	132,480	117,480	117,480
DSRP PHX	34851	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
DSRP PHX	34893	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSRP PHX	14978	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
DSRP PHX	20557 30250 55408 31798*	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
DSRP PHX	31983	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760
DSRP PHX	34810 34811*	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342

Issued on: May 26, 2022

Effective on: June 1, 2022

DSRP PHX	34851	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670
DSRP PHX	34893	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: ~~September 1, 2018~~ April 20, 2022

Agreement No. 611550-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~September 1, 2018~~ April 20, 2022

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

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

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

Agreement No. 611550-FT1EPNG

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

TCD (Dth/d)	Time Period
50,000	April – October (summer only)

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

Beginning: The later of (a) the In-Service Date of the additional facilities required to provide the transportation service (the "Expansion Project") (anticipated to be July 1, 2020) or (b) July 1, 2020.

Ending: October 31, 2032

Transporter's obligation to complete the Expansion Project are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

- (a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and
- (b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

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.

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

To Shipper: Salt River Project Agricultural
Improvement and Power District
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director, Supply & Trading & Fuels (Notices)
Manager, Gas Trading (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on June 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on

~~September 1, 2018. When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT3JE000, originally dated August 1, 2017.~~

Agreement No. 611550-FT1EPNG

14. **Creditworthiness:** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (i) ~~_-~~If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (a) of this section (i).

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

- (ii) 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 section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, 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.
- (iv) 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.
- (v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.

Agreement No. 611550-FT1EPNG

15. **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.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Accepted and agreed to this

Accepted and agreed to this

| _____ day of _____, 20~~22~~¹⁸.

_____ day of _____, 20~~22~~¹⁸.

Agreement No. 611550-FT1EPNG

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

(Shipper)

Dated: ~~September 1, 2018~~ April 20, 2022

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~See ¶14~~ June 1, 2022 – October 31, 2022

					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	DSRP PHX	301043	SS1				50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND								50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Ex. A-1

Issued on: May 26, 2022

Effective on: June 1, 2022

Agreement No. 611550-FT1EPNG

**EXHIBIT A
(CONT.)
EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-4

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

~~Dated: September 1, 2018~~

Effective Dates: ~~See ¶ 11 June 1, 2022 – October 31, 2032~~

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		
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE													525	
DSRP PHX	301043	334810	KYRENE POWER PLANT													295	
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1													250	
DSRP PHX	301043	55408	AGUA FRIA 4														
DSRP PHX	301043	330250	AGUA FRIA 3													125	
DSRP PHX	301043	320557	AGUA FRIA 2													125	
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT													525	
CONTRACT METER QUANTITY (CMQ(s))							50,000	50,000	50,000	50,000	50,000	50,000	50,000				

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.

Ex. A-2

Agreement No. 611550-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)
Dated: ~~September 1, 2018~~ April 20, 2022

<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	<u>June 1, 2022 - October 31, 2032</u> See ¶14	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML PER	302346	DSRP PHX	301043	<u>June 1, 2022 - October 31,</u>	(1a)			
STML SJN	302347	IGILARVR	398668	<u>2032</u> See ¶14				
STML ANA	302344							

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 \$ 12.7447 per Dekatherm per month.
- 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.

Issued on: May 26, 2022

Effective on: June 1, 2022

- 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.

Ex. B-1