



February 29, 2024

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

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

Re: Non-Conforming Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP24-_____

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed below for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part VII Section 49 Salt River Project #OA237000-OPASEPNG Version 5.0.0
Part VII Section 49.1 Salt River #OA237000-OPASEPNG Exh A Version 5.0.0

Proposed with an effective date of April 1, 2024, these tariff records reflect an amendment to an existing operator point aggregation service agreement ("OPASA") executed with Salt River Project Agricultural Improvement and Power District ("SRP") (referred to herein as the "Amendment").

Background

On March 21, 2016, EPNG submitted a filing with a non-conforming OPASA (i.e., Agreement No. OA237000)¹ between itself and SRP for the Commission's review and acceptance. The non-conforming provision in that agreement addressed the unique organizational status of SRP as a political subdivision in the State of Arizona. On April 12, 2016, the Commission issued a letter order accepting the filing ("2016 Order").² Since the initial acceptance of the tariff records with the 2016 Order, EPNG and SRP have executed amendments to SRP's OPASA and such amendments have continued to include the original non-conforming provision in the governing law paragraph of the agreement.³

¹ Agreement No. OA237000 is currently designated as Agreement No. OA237000-OPASEPNG.

² *El Paso Natural Gas Co.*, Docket No. RP16-730-000 (Apr. 12, 2016) (unpublished letter order).

³ *El Paso Natural Gas Co.*, Docket No. RP22-938-000 (June 17, 2022) (unpublished letter order);
El Paso Natural Gas Co., Docket No. RP24-232-000 (Jan. 2, 2024) (unpublished letter order).

Reason for Filing

Recently, EPNG and SRP executed an amendment to Agreement No. OA237000-OPASEPNG for the inclusion of the Copper Crossing delivery meter (PIN 56226) in the existing D-Code of DSRP PHX (PIN 301043) beginning on the in-service date of such delivery meter.⁴ Pursuant to Section 5.7(c)(ii) of the General Terms and Conditions of EPNG's Tariff, SRP's request for the inclusion of the new meter was evaluated and granted by EPNG. Consequently, the Amendment was formed consistent with the current Rate Schedule OPAS form of service agreement, with the exception of the non-conforming governing law provision. The non-conforming governing law provision recognizing SRP's organizational status remains unaltered since the Commission's review and acceptance of such provision with the 2016 Order and, therefore, it is not described in detail with this instant filing. Due to the inclusion of a new meter upon its in-service in the non-conforming Amendment, EPNG is submitting such agreement for the Commission's review and acceptance.

Tariff Records

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.⁵

Part VII, Sections 49.0 – 49.1⁶ are updated to reflect SRP's Amendment.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁷ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a marked copy of the Amendment against the Pro Forma;
- c) Appendix B, an executed copy of the Amendment; and
- d) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective April 1, 2024, which is not

⁴ The Copper Crossing delivery meter is a new delivery meter being constructed in Pinal County, Arizona. EPNG anticipates the delivery meter to be in-service by April 1, 2024.

⁵ See 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

⁶ The proposed effective date for these tariff records coincides with the anticipated Copper Crossing in-service date of April 1, 2024. Given that such in-service date could vary from that specified herein, EPNG will submit a filing to update the effective date of the tariff records to align with the actual in-service date should the Commission deem it necessary.

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

less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. Busby
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4657
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 80944-1087
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 (2023)).

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

Respectfully submitted,

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

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

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 29th day of February 2024.

/s/

Shelly L. Busby

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

Appendix A

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
(Shipper)

Dated: February 7, 2024

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

Dated: February 7, 2024

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

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. **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.

8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on the In-Service Date of the Copper Crossing Delivery Point: 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-OPASEPNG, last amended on November 14, 2023.

9. **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 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 _____, 2024.

_____ day of _____, 2024.

**EXHIBIT A
(CONT.)**

D-Code	Meter PIN	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	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	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	314988	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
DSRP PHX	320557 330250 55408 331798*	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	331983	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	334810 334811*	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	334851	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	800924	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.

Appendix B

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
(Shipper)

Dated: February 7, 2024

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

Dated: February 7, 2024

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

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. **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.

8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on the In-Service Date of the Copper Crossing Delivery Point: 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-OPASEPNG, last amended on November 14, 2023.

9. **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 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

Timothy C. Dorpinghaus

DocuSigned by:

Pamela Syrjala
SAACD9ADEC417...

Timothy C. Dorpinghaus

Pamela Syrjala

Director - Commercial

Director Supply, Trading & Fuels

Accepted and agreed to this
2/28/2024

Accepted and agreed to this

_____ day of _____, 2024.

27 day of February, 2024.

**EXHIBIT A
(CONT.)**

D-Code	Meter PIN	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	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	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	314988	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
DSRP PHX	320557	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
	330250												
	55408												
	331798*												
DSRP PHX	331983	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	334810	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342
	334811*												
DSRP PHX	334851	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	800924	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.

Clean Tariff Section(s)

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
(Shipper)

Dated: February 7, 2024

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: February 7, 2024

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

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-OPASEPNG

7. **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.

8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on the In-Service Date of the Copper Crossing Delivery Point: 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-OPASEPNG, last amended on November 14, 2023.

9. **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 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.

**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 _____, 2024.

_____ day of _____, 2024.

Agreement No. OA237000-OPASEPNG

EXHIBIT A
 To The
 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
 (DP Operator)
 Dated: February 7, 2024

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	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	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	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	314988	150,000	150,000	150,000	178,000	178,000	178,000	178,000	178,000	178,000	178,000	150,000	150,000
DSRP PHX	320557 330250 55408 331798*	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	331983	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	334810 334811*	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	334851	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	800924	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	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	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	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	314988	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
DSRP PHX	320557 330250 55408 331798*	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	331983	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	334810 334811*	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	334851	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	800924	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.

Marked Tariff Section(s)

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
(Shipper)

Dated: ~~November 14, 2023~~ February 7, 2024

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: ~~November 14, 2023~~ February 7, 2024

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

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-OPASEPNG

7. **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.

8. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on ~~January 1, 2024~~the In-Service Date of the Copper Crossing Delivery Point: 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-OPASEPNG, last amended on ~~April 20, 2022~~November 14, 2023.

9. **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 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.

**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 _____, 202~~4~~3.

_____ day of _____, 202~~3~~4.

Agreement No. OA237000-OPASEPNG

EXHIBIT A
 To The
 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
 (DP Operator)
 Dated: ~~November 14, 2023~~ February 7, 2024

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	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
<u>DSRP PHX</u>	<u>56226</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
DSRP PHX	314978	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	314988	150,000	150,000	150,000	178,000	178,000	178,000	178,000	178,000	178,000	178,000	150,000	150,000
DSRP PHX	320557 330250 55408 331798*	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	331983	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	334810 334811*	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	334851	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	800924	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	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
<u>DSRP PHX</u>	<u>56226</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
DSRP PHX	314978	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	314988	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
DSRP PHX	320557 330250 55408 331798*	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	331983	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	334810 334811*	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	334851	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	800924	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.