



February 27, 2025

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

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

Re: Non-Conforming Agreements 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 in Appendix A.

Proposed with an effective date of March 1, 2025, these tariff records reflect amendments to two existing firm transportation service agreements ("TSAs") and an operator point aggregation service agreement ("OPASA") executed with Salt River Project Agricultural Improvement and Power District ("SRP") (referred to herein as the "Amendments"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the March 1, 2025 effective date, as discussed below.

Background

On February 28, 2023, EPNG submitted a filing with amendments to two TSAs (i.e., Agreement Nos. H222T000-FH12EPNG and 611550-FT1EPNG) between itself and SRP for the Commission's review and acceptance. These two agreements were non-conforming and subject to negotiated reservation rates. The non-conforming provisions in the agreements included, among other things, creditworthiness, governing law, and the inapplicability of Article XI of a previous settlement of EPNG's rate case in Docket No. RP95-363.¹ On March 15, 2023, the Commission issued a letter order accepting the filing.²

¹ 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).

² *El Paso Natural Gas Co.*, Docket No. RP23-494-000 (Mar. 15, 2023) (unpublished letter order).

On December 8, 2023, EPNG submitted a filing with an amendment to an existing non-conforming OPASA (i.e., Agreement No. OA237000-OPASEPNG) 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 January 2, 2024, the Commission issued a letter order accepting the filing.³

Reason for Filing

Recently, EPNG and SRP executed amendments to Agreement Nos. H222T000-FH12EPNG, 611550-FT1EPNG and OA237000-OPASEPNG to include the Snowbird No. 2 delivery meter (PIN 56933) in the existing D-Code of DSRP PHX (PIN 301043) beginning on the in-service date of that 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. Therefore, in accordance with Section 154.112(b) of the Commission's regulations⁵ and the Commission's policy statement regarding negotiated rates,⁶ EPNG is submitting the Amendments for the Commission's review and acceptance. As described below, the Amendments contain non-conforming provisions that are not included in EPNG's Pro Formas and with the exception of these non-conforming provisions, the Amendments conform to the Pro Formas. Accordingly, EPNG is proposing to update its Tariff to include the Amendments.

Description of the Amendments

Given the prior submissions of SRP's TSAs and OPASA to the Commission and the Commission's subsequent acceptances of such agreements, EPNG has described below only those provisions that were either previously filed and accepted and have since been modified with these Amendments or new non-conforming provisions for the Commission's review and acceptance.⁷

³ *El Paso Natural Gas Co.*, Docket No. RP24-232-000 (Jan. 2, 2024) (unpublished letter order).

⁴ The Snowbird No. 2 delivery meter is a new delivery meter being constructed in Pinal County, Arizona. EPNG anticipates the delivery meter to be in-service by March 1, 2025.

⁵ 18 C.F.R. §§ 154.112(b) (2024).

⁶ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

⁷ EPNG has not described the creditworthiness provisions in paragraph 14 of Agreement No. 611550-FT1EPNG as they remain unaltered since their acceptance by the Commission in Docket No. RP20-919-000. Similarly, EPNG has not described the governing law language in Agreement Nos. H222T000-FH12EPNG and OA237000-OPASEPNG nor the additional notes in Exhibit A of Agreement Nos. H222T000-FH12EPNG and 611550-FT1EPNG as they remain unchanged since their original acceptance by the Commission in Docket Nos. RP14-206-000, RP16-730-000 and RP23-494-000.

Snowbird No. 2 In-Service Date

Paragraph 10 of the Pro Formas for Rate Schedules FT-1 and FT-H includes the transportation contract demand and the applicable time period. Paragraph 10 of the amendments for Agreement Nos. H222T000-FH12EPNG and 611550-FT1EPNG reflect these two elements as well as a potentially non-conforming provision. Specifically, a new provision is included in Agreement Nos. H222T000-FH12EPNG and 611550-FT1EPNG to note that the in-service date of the Snowbird No. 2 delivery point, which is anticipated to be March 1, 2025, will be referred to in the underlying agreement as the “In-Service Date” or “ISD”. This provision simply provides clarity on terms used throughout the underlying agreement.

Article XI of the 1996 Settlement

Consistent with SRP’s current Agreement No. H222T000-FH12EPNG, the amendment for this TSA continues to address the inapplicability of Article XI of the 1996 Settlement in paragraph 15 of the underlying TSA. With the amendment to Agreement No. H222T000-FH12EPNG, EPNG and SRP agreed to a minor update of the previous non-conforming provision simply to confirm that such provision continues to apply to the amendment.⁸ In particular, the provision states that any and all rights and obligations under Article XI of the 1996 Settlement will not apply now or in the future to SRP. Additionally, Article XI and any rights and obligations under that article do not apply to the underlying agreement or to any other agreement that is or may be held at any time by SRP, its assignees or successor-in-interests.

Tariff Records

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission’s regulations.⁹

Part VII, Sections 48.0 – 49.1 and 108.0 – 108.2¹⁰ are updated to reflect SRP’s Amendments.

⁸ The marked tariff records submitted with this filing show the few changes to the current language of paragraph 15 of Agreement No. H222T000-FH12EPNG.

⁹ See 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

¹⁰ The proposed effective date for these tariff records coincides with the anticipated Snowbird No. 2 in-service date of March 1, 2025. 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.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹¹ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, list of proposed tariff records;
- c) Appendix B, marked copies of the Amendments against the applicable Pro Forma;
- d) Appendix C, executed copies of the Amendments; and
- e) 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 March 1, 2025, which is consistent with the anticipated in-service date of the Snowbird No. 2 delivery point. The Amendments have only recently been executed by the parties. As such, EPNG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) 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 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 (2024)).

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

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

Respectfully submitted,

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

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

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 27th day of February 2025.

/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming Agreements UpdateThird Revised Volume No. 1APart VII: Non-Conforming Agreements

Section 48.0	Salt River Project #H222T000-FH12EPNG	Version 4.0.0
Section 48.1	Salt River Project #H222T000-FH12EPNG Exhibit A	Version 19.0.0
Section 48.2	Salt River Project #H222T000-FH12EPNG Exhibit B	Version 19.0.0
Section 49.0	Salt River Project #OA237000-OPASEPNG	Version 6.0.0
Section 49.1	Salt River Project #OA237000-OPASEPNG Exhibit A	Version 6.0.0
Section 108.0	Salt River Project #611550-FT1EPNG	Version 3.0.0
Section 108.1	Salt River Project #611550-FT1EPNG Exhibit A	Version 5.0.0
Section 108.2	Salt River Project #611550-FT1EPNG Exhibit B	Version 5.0.0

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
(Shipper)

Dated: January 6, 2025

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 6, 2025

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. **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.
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-H 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

The In-Service Date through October 31, 2049

230,000
150,000

April – October (Summer)
November – March (Winter)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: January 1, 2014
Ending: October 31, 2049

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

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. **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: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on February 1, 2023.

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 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 not apply now or in the future to Shipper. 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), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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 _____, 2025.

_____ day of _____, 2025.

EXHIBIT A

To The
 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
 (Shipper)

Dated: January 6, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2049

					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
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

**EXHIBIT A
(CONT.)**

Effective Dates: The ISD through October 31, 2049

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	314978	DESERT BASIN POWER PLANT														
DSRP PHX	301043	320557	AGUA FRIA 2														
DSRP PHX	301043	330250	AGUA FRIA 3														
DSRP PHX	301043	55408	AGUA FRIA 4													250	
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	80,000	80,000	80,000	92,619	92,619	92,619	92,619	92,619	92,619	92,619	80,000	80,000	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														
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	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	56933	SNOWBIRD DELIVERY 2	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY													500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL														
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.

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 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
 (Shipper)

Dated: January 6, 2025

<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	The ISD - March 31, 2027	(1a)				
As listed in Exhibit A	As listed in Exhibit A	April 1, 2027 - October 31, 2049	(1b)				

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	The ISD - March 31, 2027	(1a)				
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	April 1, 2027 - October 31, 2049	(1b)				

**EXHIBIT B
(CONT.)**

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.6760 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8396 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

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: January 6, 2025

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: January 6, 2025

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 Snowbird No. 2 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 February 7, 2024.

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 _____, 2025.

_____ day of _____, 2025.

**EXHIBIT A
(CONT.)**

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	56933	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542
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.

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: January 30, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 30, 2025

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 X No

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

TCD
(Dth/d)

Time Period

The In-Service Date through October 31, 2047

50,000

April - October (Summer only)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: July 9, 2020
Ending: October 31, 2047

The primary term of this Agreement is defined as July 9, 2020 through October 31, 2032 ("Primary Term").

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

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 the In-Service Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on January 17, 2023.

14. **Creditworthiness:** Shipper shall demonstrate and maintain throughout the Primary Term of this Agreement (as defined in paragraph 11), 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.

1544. **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 _____, 2025.

_____ day of _____, 2025.

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: January 30, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2047

					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: The ISD through October 31, 2047

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	56933	SNOWBIRD 2 DELIVERY															525
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE															
DSRP PHX	301043	334810	KYRENE POWER PLANT															
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000				525
DSRP PHX	301043	331798	AGUA FRIA 1															
DSRP PHX	301043	55408	AGUA FRIA 4															250
DSRP PHX	301043	330250	AGUA FRIA 3															
DSRP PHX	301043	320557	AGUA FRIA 2															
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT															
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY															500
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL															
CONTRACT METER QUANTITY (CMQ(s))							50,000	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: January 30, 2025

<i>Primary Receipt Point</i>	<i>Primary Delivery Point</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	The ISD – October 31, 2032	(1a)				
As listed in Exhibit A	As listed in Exhibit A	November 1, 2032 – October 31, 2047	(1b)				

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302346 STML PER 302347 STML SJN 302344STML ANA	301043 DSRP PHX 398668 IGILARVR	The ISD – October 31, 2032	(1a)				
302346 STML PER 302347 STML SJN 302344 STML ANA	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	November 1, 2032 – October 31, 2047	(1b)				

**EXHIBIT B
(CONT.)**

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 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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
(Shipper)

Dated: January 6, 2025

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 6, 2025

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. **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.
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-H 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

The In-Service Date through October 31, 2049

230,000
150,000

April – October (Summer)
November – March (Winter)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

- 11. **Term of Firm Transportation Service:** Beginning: January 1, 2014
Ending: October 31, 2049

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

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. **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: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on February 1, 2023.

- 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 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 not apply now or in the future to Shipper. 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), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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

Will W Brown

Brian J. Koch

Will W Brown

Brian Koch

Chief Commerical Officer-West Region Gas Pipelines

Associate General Manager & Chief Financial Executive

Accepted and agreed to this

Accepted and agreed to this

2/26/2025

_____ day of _____, 2025.

21st day of February, 2025.

EXHIBIT A

To The
 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
 (Shipper)

Dated: January 6, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: The ISD through October 31, 2049

		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
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	11,681	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

**EXHIBIT A
(CONT.)**

Effective Dates: The ISD through October 31, 2049

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	314978	DESERT BASIN POWER PLANT																
DSRP PHX	301043	320557	AGUA FRIA 2																
DSRP PHX	301043	330250	AGUA FRIA 3																
DSRP PHX	301043	55408	AGUA FRIA 4															250	
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	80,000	80,000	80,000	92,619	92,619	92,619	92,619	92,619	92,619	92,619	92,619	92,619	80,000	80,000	250	
DSRP PHX	301043	331983	SANTAN PP DELIVERY				11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	KYRENE POWER PLANT																
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	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	SNOWBIRD DELIVERY	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	56933	SNOWBIRD DELIVERY 2	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1																
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY															500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL																
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	230,000	230,000	150,000	150,000		

(a) Sum total for Agua Fria meters.

(b) Sum total for Kyrene meters.

Notes:

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

Agreement No. H222T000-FH12EPNG

EXHIBIT B

To The
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
(Shipper)

Dated: January 6, 2025

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	The ISD - March 31, 2027	(1a)					
As listed in Exhibit A	As listed in Exhibit A	April 1, 2027 - October 31, 2049	(1b)					
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>Fuel 2/</i>	<i>Surcharges 3/</i>
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Wilcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	The ISD - March 31, 2027	(1a)					
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Wilcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	April 1, 2027 - October 31, 2049	(1b)					

**EXHIBIT B
(CONT.)**

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.6760 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8396 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: January 30, 2025

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 30, 2025

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

The In-Service Date through October 31, 2047

50,000

April - October (Summer only)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: July 9, 2020
Ending: October 31, 2047

The primary term of this Agreement is defined as July 9, 2020 through October 31, 2032 ("Primary Term").

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

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 the In-Service Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on January 17, 2023.

14. **Creditworthiness:** Shipper shall demonstrate and maintain throughout the Primary Term of this Agreement (as defined in paragraph 11), 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

Will W Brown

Brian J. Koch

Will W Brown

Brian Koch

Chief Commercial Officer-West Region Gas Pipelines

Associate General Manager & Chief Financial Executive

Accepted and agreed to this
2/26/2025

Accepted and agreed to this

_____ day of _____, 2025.

21st day of February, 2025.

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: January 30, 2025

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: The ISD through October 31, 2047

		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	ISS1				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.)**

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	56933	SNOWBIRD 2 DELIVERY															525		
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE																	
DSRP PHX	301043	334810	KYRENE POWER PLANT																	
DSRP PHX	301043	331983	SANTAN POWER PLANT					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	525		
DSRP PHX	301043	331798	AGUA FRIA 1																	
DSRP PHX	301043	55408	AGUA FRIA 4															250		
DSRP PHX	301043	330250	AGUA FRIA 3																	
DSRP PHX	301043	320557	AGUA FRIA 2																	
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT																	
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY															500		
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL																	
CONTRACT METER QUANTITY (CMQ(s))								50,000	50,000	50,000	50,000	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: January 30, 2025

Primary Receipt Point	Primary Delivery Point	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	The ISD – October 31, 2032	(1a)				
As listed in Exhibit A	As listed in Exhibit A	November 1, 2032 – October 31, 2047	(1b)				
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
302346 STML PER 302347 STML SJN 302344 STML ANA	301043 DSRP PHX 398668 IGILARVR	The ISD – October 31, 2032	(1a)				
302346 STML PER 302347 STML SJN 302344 STML ANA	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	November 1, 2032 – October 31, 2047	(1b)				

**EXHIBIT B
(CONT.)****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 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

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: January 6, 2025

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: January 6, 2025

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 Snowbird No. 2 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 February 7, 2024.

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

Will W Brown

Brian J. Koch

Will W Brown

Brian Koch

Chief Commercial Officer-West Region Gas Pipelines

Associate General Manager & Chief Financial Executive

Accepted and agreed to this

Accepted and agreed to this

2/26/2025

_____ day of _____, 2025.

21st day of February, 2025.

**EXHIBIT A
(CONT.)**

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	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	56933	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542
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)

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
(Shipper)

Dated: January 6, 2025

Agreement No. H222T000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 6, 2025

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. **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.

Agreement No. H222T000-FH12EPNG

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-H and Section 4.17 or Section 4.18 of the GT&C.

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

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

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
	The In-Service Date through October 31, 2049
230,000	April – October (Summer)
150,000	November – March (Winter)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: January 1, 2014
Ending: October 31, 2049

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

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. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. H222T000-FH12EPNG, last amended on April 20, 2022.
- 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 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 not apply now or in the future to Shipper. 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), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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 _____, 2025.

_____ day of _____, 2025.

Agreement No. H222T000-FH12EPNG

EXHIBIT A
 To The
 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
 (Shipper)
 Dated: January 6, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2049

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Novr	Dec
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

Ex. A-1

Agreement No. H222T000-FH12EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: The ISD through October 31, 2049

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	314978	DESERT BASIN POWER PLANT														
DSRP PHX	301043	320557	AGUA FRIA 2														
DSRP PHX	301043	330250	AGUA FRIA 3														
DSRP PHX	301043	55408	AGUA FRIA 4													250	
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	80,000	80,000	80,000	92,619	92,619	92,619	92,619	92,619	92,619	92,619	80,000	80,000	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														
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	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	56933	SNOWBIRD DELIVERY 2	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY													500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL														
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.

Ex. A-2

Agreement No. H222T000-FH12EPNG

**EXHIBIT A
(CONT.)**

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-3

Agreement No. H222T000-FH12EPNG

EXHIBIT B
 To The
 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
 (Shipper)

Dated: January 6, 2025

<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	The ISD - March 31, 2027	(1a)				
As listed in Exhibit A	As listed in Exhibit A	April 1, 2027 - October 31, 2049	(1b)				

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	The ISD - March 31, 2027	(1a)				
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	April 1, 2027 - October 31, 2049	(1b)				

Agreement No. H222T000-FH12EPNG

**EXHIBIT B
(CONT.)**

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.6760 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8396 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

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: January 6, 2025

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: January 6, 2025

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.

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 Snowbird No. 2 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 February 7, 2024.

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 _____, 2025.

_____ day of _____, 2025.

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: January 6, 2025

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	56933	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000
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

**EXHIBIT A
 (CONT.)**

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	56933	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542
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.

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: January 30, 2025

Agreement No. 611550-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 30, 2025

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

The In-Service Date through October 31, 2047

50,000

April - October (Summer only)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: July 9, 2020
Ending: October 31, 2047

The primary term of this Agreement is defined as July 9, 2020 through October 31, 2032 ("Primary Term").

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

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 the In-Service Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on January 17, 2023.

Agreement No. 611550-FT1EPNG

14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the Primary Term of this Agreement (as defined in paragraph 11), 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 _____, 2025.

_____ day of _____, 2025.

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: January 30, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2047

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					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

Agreement No. 611550-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: The ISD through October 31, 2047

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	56933	SNOWBIRD 2 DELIVERY														525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE															
DSRP PHX	301043	334810	KYRENE POWER PLANT															
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1															
DSRP PHX	301043	55408	AGUA FRIA 4														250	
DSRP PHX	301043	330250	AGUA FRIA 3															
DSRP PHX	301043	320557	AGUA FRIA 2															
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT															
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY														500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL															
CONTRACT METER QUANTITY (CMQ(s))							50,000	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.

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: January 30, 2025

<i>Primary Receipt Point</i>	<i>Primary Delivery Point</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	The ISD - October 31, 2032	(1a)				
As listed in Exhibit A	As listed in Exhibit A	November 1, 2032 - October 31, 2047	(1b)				
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302346 STML PER 302347 STML SJN 302344 STML ANA	301043 DSRP PHX 398668 IGILARVR	The ISD - October 31, 2032	(1a)				
302346 STML PER 302347 STML SJN 302344 STML ANA	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	November 1, 2032 - October 31, 2047	(1b)				

Ex. B-1

Agreement No. 611550-FT1EPNG

**EXHIBIT B
(CONT.)**

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 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

Ex. B-2

Marked Tariff Section(s)

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
(Shipper)

Dated: ~~February 1, 2023~~ January 6, 2025

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: ~~February 1, 2023~~ January 6, 2025

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. **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.

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

- ~~(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- ~~(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.~~

Agreement No. H222T000-FH12EPNG

~~(iii) Construction of the new facilities designed to create a new interconnect between Transporter's Line No. 20120 and the proposed Copper Crossing Delivery Point, all located in Pinal County, AZ (the "Project Facilities").~~

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-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No
10. **Transportation Contract Demand ("TCD"):**

<u>TCD (Dth/d)</u>	<u>Time Period Time Period</u>
	<u>The In-Service Date through October 31, 2049</u>
230,000	April – October (Summer)
150,000	November – March (Winter)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. **Term of Firm Transportation Service:** Beginning: January 1, 2014
Ending: October 31, 2049

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

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. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. H222T000-FH12EPNG, last amended on April 20, 2022.
- 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 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 not apply now or in the future to Shipper. 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 do~~ not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

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 _____, 2023~~5~~.

_____ day of _____, 2025~~3~~.

Agreement No. H222T000-FH12EPNG

EXHIBIT A
 To The
 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
 (Shipper)
 Dated: July 12, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: September 1, 2023—October 31, 2023

Primary Receipt PIN-Name	Rec-PIN	Primary Delivery PIN-Name	Del-PIN	Flow Path	Maximum Quantity -- D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Novr	Dec
BLANCO	300714	DSRP-PHX	301043	NS3									25,000	25,000		
BLANCO	300714	DSRP-PHX	301043	CC4									1,000			
BLANCO	300714	IHARQULA	314988	CC4									24,000	24,000		
BONDADST	300724	DSRP-PHX	301043	NS3									11,581	9,596		
BONDADST	300724	DSRP-PHX	301043	NS2									11,419	14,904		
BLANCO	300714	DSRP-PHX	301043	NS2									24,000	24,000		
KEYSTONE	302132	DSRP-PHX	301043	SS4									94,665	94,165		
ITR/CRWN	334863	DSRP-PHX	301043	SS4									17,335	17,335		
WAHA	302404	DSRP-PHX	301043	SS4									21,000	21,000		
TRANSPORTATION CONTRACT DEMAND													230,000	230,000		

Ex. A-1

Agreement No. H222T000-FH12EPNG

EXHIBIT A
 To The
 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
 (Shipper)

Dated: ~~July 12, 2023~~ January 6, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~November 1, 2023~~ The ISD
~~through~~ October 31, 2049

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Novr	Dec
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

Ex. A-21

Agreement No. H222T000-FH12EPNG

EXHIBIT A
(CONT.)

Effective Dates: September 1, 2023 through October 31, 2023

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	314978	Desert Basin Power Plant							-								-	
DSRP PHX	301043	320557	Agua Fria-2							-								-	
DSRP PHX	301043	330250	Agua Fria-3							-								-	
DSRP PHX	301043	55408	Agua Fria-4														250		
DSRP PHX	301043	331798 (a)	Agua Fria-1										122,619	122,619			250	-	
DSRP PHX	301043	331983	Santan PP Delivery										11,139	11,139			525	-	
DSRP PHX	301043	334810	Kyrene Power Plant															-	
DSRP PHX	301043	334811 (b)	Kyrene Power Plant Turbine										72,242	72,242			525	-	
DSRP PHX	301043	334851	Snowbird Delivery															-	
DSRP PHX	301043	800924	Mesquite Power Plant Block-1															-	
CONTRACT METER QUANTITY (CMQ(s))													206,000	206,000				-	-

Ex. A-3

Agreement No. H222T000-FH12EPNG

EXHIBIT A
(CONT.)

Effective Dates: November 1, 2023 through December 31, 2023

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	314978	Desert Basin Power Plant							-	-		-	-	-		-
DSRP PHX	301043	320557	Agua Fria 2							-	-	-	-	-	-		-
DSRP PHX	301043	330250	Agua Fria 3							-	-	-	-	-	-		-
DSRP PHX	301043	55408	Agua Fria 4														250
DSRP PHX	301043	331798 (a)	Agua Fria 1												100,000	100,000	250
DSRP PHX	301043	331983	Santan PP Delivery												-	-	525
DSRP PHX	301043	334810	Kyrene Power Plant												-	-	-
DSRP PHX	301043	334811 (b)	Kyrene Power Plant Turbine												50,000	50,000	525
DSRP PHX	301043	334851	Snowbird Delivery												-	-	-
DSRP PHX	301043	800924	Mesquite Power Plant Block 1												-	-	-
CONTRACT METER QUANTITY (CMQ(s))															150,000	150,000	-

Ex. A-4

Agreement No. H222T000-FH12EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: January 1, 2024 through the Day before the In-Service Date of the Copper Crossing Delivery Point (“ISD”)

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	314978	DESERT BASIN POWER PLANT														
DSRP-PHX	301043	320557	AGUA FRIA 2														
DSRP-PHX	301043	330250	AGUA FRIA 3														
DSRP-PHX	301043	55408	AGUA FRIA 4													250	
DSRP-PHX	301043	331798 (a)	AGUA FRIA 4	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														
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														
DSRP-PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP-PHX	301043	314988	HARQUAHALA POWER PLANT-DEL														
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-5

Agreement No. H222T000-FH12EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: The ISD through October 31, 2049

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	314978	DESERT BASIN POWER PLANT														
DSRP PHX	301043	320557	AGUA FRIA 2														
DSRP PHX	301043	330250	AGUA FRIA 3														
DSRP PHX	301043	55408	AGUA FRIA 4													250	
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	80,000+00,000	80,000+00,000	80,000+00,000	92,619+22,619	92,619+22,619	92,619+22,619	92,619+22,619	92,619+22,619	92,619+22,619	92,619+22,619	80,000+00,000	80,000+00,000	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														
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	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000		525
DSRP PHX	301043	56933	SNOWBIRD DELIVERY 2	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000		525
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	TBD56226	COPPER CROSSING DELIVERY														500
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL														
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	230,000	150,000	150,000	

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

Ex. A-62

Agreement No. H222T000-FH12EPNG

**EXHIBIT A
(CONT.)**

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-73

Agreement No. H222T000-FH12EPNG

EXHIBIT B

To The
 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
 (Shipper)

Dated: ~~July 12, 2023~~ January 6, 2025

<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	September 1, 2023 - March 31, 2027	(1a)				
As listed in Exhibit A	As listed in Exhibit A	April 1, 2027 - October 31, 2049	(1b)				

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	September 1, 2023 <u>ISD</u> - March 31, 2027	(1a)				
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	April 1, 2027 - October 31, 2049	(1b)				

Agreement No. H222T000-FH12EPNG

**EXHIBIT B
(CONT.)**

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$14.6760 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.8396 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

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~~ January 6, 2025

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

Dated: ~~February 7, 2024~~ January 6, 2025

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.

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~~Snowbird No. 2 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~~February 7, 2024.

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 _____, 2025~~4~~.

_____ day of _____, 2025~~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: ~~February 7, 2024~~ January 6, 2025

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
<u>DSRP PHX</u>	<u>56933</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>	<u>157,000</u>
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

EXHIBIT A
(CONT.)

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
<u>DSRP PHX</u>	<u>56933</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>	<u>6,542</u>
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.

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: ~~January 17, 2023~~ January 30, 2025

Agreement No. 611550-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~January 30, 2025~~ January 17, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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"):**

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
	<u>The In-Service Date through October 31, 2047</u>
<u>50,000</u>	<u>April - October (Summer only)</u>

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

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

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

Beginning: July 9, 2020
Ending: October 31, 2047

The primary term of this Agreement is defined as July 9, 2020 through October 31, 2032 ("Primary Term").

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

~~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 ~~April 1, 2023~~the In-Service Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on ~~April 20, 2022~~January 17, 2023.

Agreement No. 611550-FT1EPNG

14. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the Primary Term of this Agreement (as defined in paragraph 11), 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 _____, 202~~5~~³.

_____ day of _____, 202~~5~~³.

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: January ~~17, 2023~~ 30, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~April 1, 2023~~ The ISD through October 31, 2047

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					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

Agreement No. 611550-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: April 1, 2023 through December 31, 2023

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

Ex. A-2

Agreement No. 611550-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: January 1, 2024 through the Day before the In-Service Date of the Copper Crossing Delivery Point ("ISD")

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	334864	SNOWBIRD DELIVERY																
DSRP-PHX	301043	334811	KYRENE POWER PLANT TURBINE																
DSRP-PHX	301043	334810	KYRENE POWER PLANT																
DSRP-PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000				525	
DSRP-PHX	301043	331798	AGUA FRIA 1																
DSRP-PHX	301043	55408	AGUA FRIA 4															250	
DSRP-PHX	301043	330250	AGUA FRIA 3																
DSRP-PHX	301043	320557	AGUA FRIA 2																
DSRP-PHX	301043	314978	DESERT BASIN POWER PLANT																
DSRP-PHX	301043	314988	HARQUAHALA POWER PLANT DEL																
CONTRACT METER QUANTITY (CMQ(s))							50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000					

Ex. A-2

Agreement No. 611550-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: The ISD through October 31, 2047

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	56933	SNOWBIRD 2 DELIVERY														525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE															
DSRP PHX	301043	334810	KYRENE POWER PLANT															
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1															
DSRP PHX	301043	55408	AGUA FRIA 4														250	
DSRP PHX	301043	330250	AGUA FRIA 3															
DSRP PHX	301043	320557	AGUA FRIA 2															
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT															
DSRRSP PHX	301043	TBD56226	COPPER CROSSING DELIVERY														500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL															
CONTRACT METER QUANTITY (CMQ(s))							50,000	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~~

~~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: January ~~17, 2023~~ 17, 2023, 2025

<i>Primary Receipt Point</i>	<i>Primary Delivery Point</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	April 1, 2023 The ISD - October 31, 2032	(1a)				
As listed in Exhibit A	As listed in Exhibit A	November 1, 2032 - October 31, 2047	(1b)				
<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(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>
302346 STML PER 302347 STML SJN 302344 STML ANA	301043 DSRP PHX 398668 IGILARVR	April 1, 2023 The ISD - October 31, 2032	(1a)				
302346 STML PER 302347 STML SJN 302344 STML ANA	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	November 1, 2032 - October 31, 2047	(1b)				

Ex. B-1

Agreement No. 611550-FT1EPNG

**EXHIBIT B
(CONT.)**

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 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

Ex. B-2