



October 13, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP21-

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 January 1, 2021, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect the extension of four existing non-conforming, negotiated rate transportation service agreements ("TSAs") executed with New Mexico Gas Company, Inc. ("NMG"). EPNG respectfully requests a waiver of the maximum sixty-day notice period in Section 154.207 of the Commission's regulations¹ and an order approving and/or accepting the updated tariff records to be effective the proposed date, as discussed below.

Reason for Filing

On November 25, 2015, EPNG submitted a filing with multiple tariff records showing agreements between itself and NMG for the Commission's review and acceptance. Among those agreements were four firm non-conforming, negotiated rate agreements referred to at that time as Agreement Nos. FT3FV000, FT3FW000, FT3FX000, and FT3FY000 ("Original Contract Package").² These TSAs reflected various primary and alternate points at which the negotiated rates specified in the TSAs would apply. On December 18, 2015, the Commission issued an order accepting the filing with an effective date of January 1, 2016 ("December Order").³

¹ 18 C.F.R. § 154.207 (2020).

² Those TSAs are currently designated as Agreement Nos. FT3FV000-FT1EPNG, FT3FW000-FT1EPNG, FT3FX000-FT1EPNG, and FT3FY000-FT1EPNG, respectively.

³ *El Paso Natural Gas Co.*, Docket No. RP16-234-000 (Dec. 18, 2015) (unpublished letter order).

Recently, EPNG and NMG agreed to amend the Original Contract Package to extend the individual agreements for approximately seven years at negotiated reservation rates (“NMG Amendments”). The parties also agreed to delete all but two of the non-conforming provisions previously approved with the December Order.⁴ The two remaining provisions pertain to the term of the agreement and to Article XI of a prior settlement of EPNG’s rate case in Docket No. RP95-363 (the “1996 Settlement”). Consequently, EPNG is proposing to update its Tariff to reflect these amendments.

Paragraph 11: Term of Firm Transportation Service

With the recent amendments, EPNG and NMG agreed to update the term of service language similar to the language approved with the December Order. Specifically, that language in the NMG Amendments states that the agreements will become effective on the later of: 1) January 1, 2021, 2) the first day of the month after the Commission accepts and/or approves the contract package in its entirety and without any modification or condition, or 3) the Modification Date.⁵ The NMG Amendments further provide that should the Commission accept/approve one or more of the agreements comprising the contract package with modification(s) and/or condition(s), the contract package will not become effective and will instead be null and void unless EPNG and NMG within 10 business days following the Commission’s order either: 1) accept the Commission’s modifications and/or conditions, or 2) modify the Contract Package to address or obviate the Commission’s concerns. EPNG will notify the Commission in a compliance filing should the parties agree to the changes and the Contract Package will become effective the first day of the month following the Commission’s acceptance/approval of that compliance filing. If the parties modify one or more of the agreements in the Contract Package, EPNG will file to seek the Commission’s approval and the Contract Package will become effective on the first day of the month after the Commission issues its acceptance and/or approval. Until the Commission’s approval of the original proposal or the renegotiated proposal (if necessary), EPNG and NMG will remain bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Contract Package.

Additionally, as amended, Agreement Nos. FT3FV000-FT1EPNG and FT3FW000-FT1EPNG include language specifying that the primary term of those TSAs will end on October 31, 2028. The evergreen language previously approved with the December Order is included again in Agreement Nos. FT3FX000-FT1EPNG and FT3FY000-FT1EPNG. This language states that the

⁴ The NMG Amendments have also been updated to reflect the applicable Form of Transportation Service Agreement in EPNG’s Tariff.

⁵ The NMG Amendments define “Modification Date” as the first day of the month following the Commission’s acceptance/approval of a compliance filing implementing a condition and/or modification as directed by the Commission and agreed to by EPNG and NMG.

subject TSA will continue in full force and effect from year to year after the primary term unless terminated by 365-day written notice from NMG to EPNG.

Paragraph 15: Article XI

The NMG Amendments also continue to address Article XI of a prior settlement of EPNG's rate case in Docket No. RP95-363 (the "1996 Settlement"). In the Original Contract Package, the provision stated that Article XI of the 1996 Settlement would no longer apply to NMG, to the subject TSA, or to any future agreement held by NMG. With the recent amendments, EPNG and NMG agreed to update this non-conforming provision slightly to describe the parties' prior agreement on this issue in the Original Contract Package. Due the sensitive nature of this particular issue, this updated language is included simply to provide the history for this provision and serve as a reminder that it continues to apply to the NMG Amendments.⁶

Tariff Provisions

EPNG is submitting the following tariff records pursuant to Section 154.112(b) (2020) and Subpart C of the Commission's regulations.⁷

The Table of Contents found in Part I, Section 1 and the title page for Part VII: Non-Conforming update references to Agreement Nos. FT3FV000-FT1EPNG, FT3FW000-FT1EPNG, FT3FX000-FT1EPNG, and FT3FY000-FT1EPNG on the applicable list.⁸

Part VII, Sections 87.0 through 90.2 are updated to reflect the recent NMG Amendments.

Effective Date and Request for Waiver

EPNG recognizes that Section 154.207 of the Commission's regulations addresses the tariff filing timing requirements providing that all proposed changes in tariffs and contracts be filed not less than 30 days nor more than 60 days prior to the proposed effective date.⁹ However, NMG requested that EPNG submit this instant filing shortly after execution of the TSAs by the parties and seek an

⁶ EPNG has attached to this filing a marked version of the NMG Amendments in accordance with the Commission's regulations to indicate changes from the applicable form of service agreement in EPNG's Tariff.

⁷ See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

⁸ These two tariff records remain pending before the Commission in Docket Nos. RP20-1257-000, RP20-1263-000, and RP21-16-000, as they were modified to reflect the listing of five non-conforming agreements with an effective date of November 1, 2020. Should those filings not be accepted by the Commission, EPNG will file to modify these tariff records submitted herewith accordingly.

⁹ See 18 C.F.R. § 154.207 (2020).

order from the Commission on this filing on or before November 18, 2020. EPNG understands that the dates of submission and the requested order are to reduce regulatory uncertainties surrounding NMG's contract portfolio and provide time to integrate the NMG Amendments into its planning and systems for gas business starting January 1, 2021. Accordingly, EPNG respectfully requests waiver of the Commission's timing requirements for tariff filings and an order approving and/or accepting the proposed tariff records listed in Appendix A on or before November 18, 2020 allowing them to become effective on January 1, 2021. EPNG notes that the filing date of this submission is more than thirty days from the requested order date. Additionally, providing NMG with the increased certainty and time to integrate the NMG Amendments will not negatively impact any other shipper. As such, good cause exists to grant the requested waiver.¹⁰

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, a list of the proposed tariff records;
- c) Appendix B, a marked version of the NMG Amendments;
- d) Appendix C, copies of the executed NMG Amendments; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2021, as described above. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to effect at the end of a minimal suspension period.

¹⁰ The Commission has granted waiver of its notice requirements in similar circumstances. See, e.g., *ANR Pipeline Co.*, Docket No. RP19-1584-000 (Oct. 17, 2019) (unpublished letter order) and *Bison Pipeline LLC*, Docket No. RP18-1087-000 (Sept. 27, 2018) (unpublished letter order).

¹¹ See 18 C.F.R. §§ 154.101 – 154.603 (2020) (Part 154).

Correspondence and communications concerning this filing should be directed to:

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2020)).

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

Respectfully submitted,

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

By Francisco Tarin /s/
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 13th day of October 2020.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 68.0.0

Part VII: Non-Conforming Agreements

Version 67.0.0

Section 87.0	New Mexico Gas Company #FT3FV000-FT1EPNG	Version 1.0.0
Section 87.1	New Mexico Gas #FT3FV000-FT1EPNG Exhibit A	Version 1.0.0
Section 87.2	New Mexico Gas #FT3FV000-FT1EPNG Exhibit B	Version 1.0.0
Section 88.0	New Mexico Gas Company #FT3FW000-FT1EPNG	Version 1.0.0
Section 88.1	New Mexico Gas #FT3FW000-FT1EPNG Exhibit A	Version 1.0.0
Section 88.2	New Mexico Gas #FT3FW000-FT1EPNG Exhibit B	Version 1.0.0
Section 89.0	New Mexico Gas Company #FT3FX000-FT1EPNG	Version 1.0.0
Section 89.1	New Mexico Gas #FT3FX000-FT1EPNG Exhibit A	Version 1.0.0
Section 89.2	New Mexico Gas #FT3FX000-FT1EPNG Exhibit B	Version 1.0.0
Section 90.0	New Mexico Gas Company #FT3FY000-FT1EPNG	Version 1.0.0
Section 90.1	New Mexico Gas #FT3FY000-FT1EPNG Exhibit A	Version 1.0.0
Section 90.2	New Mexico Gas #FT3FY000-FT1EPNG Exhibit B	Version 1.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 16, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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

100,499	January
99,715	February
99,937	March
54,705	April
22,284	May - September
54,705	October
99,983	November
99,758	December

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000-FT1EPNG), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. 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:

NEW MEXICO GAS COMPANY, INC.
PO Box 97500 - MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FV000-FT1EPNG, originally dated on January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FV000-FT1EPNG dated on January 1, 2016, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

					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	DGCNMSJX	300870	NN3	12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966
BLANCO	300714	DGCNMFAR	330088	NN3-AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
BONDADST	300724	IGCNMLSK	301530	NN3	40,200	40,200	40,200	23,000	10,000	10,000	10,000	10,000	10,000	23,000	40,200	40,200
KEYSTONE	302132	IRIOPUER	301797	SN2	32,333	31,549	31,771	10,000						10,000	31,817	31,592
TRANSPORTATIO CONTRACT DEMAND					100,499	99,715	99,937	54,705	22,284	22,284	22,284	22,284	22,284	54,705	99,983	99,758

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
DGCNMFAR	330088	330088	DGCNMFAR													300	
DGCNMSJX	300870	331975	BELEN#2	6,129	6,129	6,129	2,638	1,649	1,650	1,650	1,650	1,650	2,639	6,129	6,129	280	
DGCNMSJX	300870	331924	MLT SOCORRO N M	20	20	20	18	17	17	17	17	17	18	20	20		
DGCNMSJX	300870	331351	MAIN LINE TAPS BELEN	27	27	27	24	22	22	22	22	22	24	27	27		
DGCNMSJX	300870	330219	MAIN LINE TAPS GRANTS	645	645	645	148	140	140	140	140	140	148	645	645		
DGCNMSJX	300870	330076	GRANTS	2,095	2,095	2,095	2,638	1,650	1,650	1,650	1,650	1,650	2,639	2,095	2,095	70	
DGCNMSJX	300870	320596	WOMENS CORR FACILITY	512	512	512	445	420	420	420	420	420	444	512	512	100	
DGCNMSJX	300870	320397	BURNELL COMPANY	341	341	341	297	280	280	280	280	280	296	341	341	400	
DGCNMSJX	300870	320338	VIRGIL M JOHNSON	68	68	68	59	56	56	56	56	56	59	68	68	30	
DGCNMSJX	300870	314962	NORTH BELEN DEL PT	3,129	3,129	3,129	2,638	1,650	1,649	1,649	1,649	1,649	2,638	3,129	3,129	300	
IRIOPUER	301797	305584	RIO PUERCO – EPNG TO GCNM													625	
CONTRACT METER QUANTITY (CMQ(s))				12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966		

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
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 16, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMAT1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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 \$5.5814 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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
89,758	January - March
15,482	April
18,382	May - September
15,482	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) and Contract No. FT3EX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. 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:
NEW MEXICO GAS COMPANY, INC.
PO Box 97500 - MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FW000-FT1EPNG, originally dated January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FW000-FT1EPNG originally dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					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	DODOEDEL	48864	NN3	20,000	20,000	20,000								20,000	20,000
BLANCO	300714	DGCNMGAL	300866	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	300714	DGCNMSJT	300869	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	300714	IGLPGCNM	303962	NN3	15,000	15,000	15,000								15,000	15,000
BLANCO	300714	IGCNMKTZ	314193	NN3	35,000	35,000	35,000								35,000	35,000
KEYSTONE	302132	IKEYSTOR	301595	VA					10,000	10,000	10,000	10,000	10,000			
TRANSPORTATION CONTRACT DEMAND					89,758	89,758	89,758	15,482	18,382	18,382	18,382	18,382	18,382	15,482	89,758	89,758

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
IGCNMKTZ	314193	314193	KUTZ DELIVERY													600	
DGCNMSJT	300869	334801	30THF ST FARMINGTON	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294		
DGCNMSJT	300869	330579	FARMINGTON TAPS SAN JU	31	31	31	23	17	17	17	17	17	31	31	31		
DGCNMSJT	300869	320473	CARIBOU FOUR CORNER	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	
DGCNMSJT	300869	320219	FRUITLAND KIRTLAND	938	938	938	939	666	666	666	666	666	938	938	938	100	
DGCNMGAL	300866	331553	GALLUP CITY GATE #2	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	
DGCNMGAL	300866	330570	FT WINGATE INDIAN SCHOOL	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439		
DGCNMGAL	300866	330218	NMGASCO/E PNG MAIN LINETAPS GALLUP M	99	99	99	79	50	50	50	50	50	79	99	99		
DGCNMGAL	300866	330087	GALLUP CITY GATE #1	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	100	
DGCNMGAL	300866	320517	FT WINGATE ARMY DEPOT	989	989	989	865	554	554	554	554	554	865	989	989	200	
DODOEDEL	48864	48864	ODOE DELIVERY													750	
CONTRACT METER QUANTITY (CMQ(s))				19,758	19,758	19,758	15,482	8,382	8,382	8,382	8,382	8,382	15,482	19,758	19,758		

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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMA T1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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 \$2.7872 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 22, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 22, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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
	Primary Term (Table A of Exhibit A)
24,227	November - March
14,004	April
9,906	May - September
14,004	October
	Primary Term Subject to Partial Evergreen Clause (Table B of Exhibit A)
21,450	November - March
10,614	April
10,185	May - September
10,614	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000-FT1EPNG), Contract No. FT3EV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.
- (c) Partial Evergreen. After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement ("Table B

Capacity”) from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the “Partial Evergreen Clause.” For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement (“Table A Capacity”) and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 11(c).

- (d) **Contractual ROFR.** A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the GT&C if Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 11(c), Partial Evergreen, of this Agreement.

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

To Shipper:

NEW MEXICO GAS COMPANY, INC.
PO Box 97500 - MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FX000-FT1EPNG, originally dated January 1, 2016.
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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FX000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 22, 2020

(Table A)

Effective Dates: Primary Term (See ¶11)

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	DPNM HRE	330052	SS1	2,617	2,617	2,617	1,554	862	862	862	862	862	1,554	2,617	2,617
KEYSTONE	302132	DGCNMAT1	300857	SS1	992	992	992	609	370	370	370	370	370	609	992	992
KEYSTONE	302132	DGCNMTOC	331378	SS1	5,226	5,226	5,226	4,141	2,874	2,874	2,874	2,874	2,874	4,141	5,226	5,226
KEYSTONE	302132	DGCNMALA	334503	SS1	15,392	15,392	15,392	7,700	5,800	5,800	5,800	5,800	5,800	7,700	15,392	15,392

(Table B)

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)

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
BLANCO	300714	DPNMTATU	300992	NN3	130	130	130	130	130	130	130	130	130	130	130	130
KEYSTONE	302132	DPNM HUR	300990	SS1	7,101	7,101	7,101	3,312	1,746	1,746	1,746	1,746	1,746	3,312	7,101	7,101
KEYSTONE	302132	DSTERESA	314955	SS1	3,244	3,201	3,021	1,542	2,551	2,551	2,551	2,551	2,427	1,445	2,925	3,031
KEYSTONE	302132	DGCNMAFT	300854	SS1	1,700	1,700	1,700	1,473	1,298	1,298	1,298	1,298	1,298	1,473	1,700	1,700
KEYSTONE	302132	DPNM TYR	320490	SS1	239	239	239	136	136	136	136	136	136	136	239	239
KEYSTONE	302132	DGCNMDUG	300861	SS1	3,125	3,125	3,125	1,803	2,500	2,500	2,500	2,500	2,500	1,803	3,125	3,125
KEYSTONE	302132	DGCNMEP1	331976	SS1	4,856	4,856	4,856	1,513	1,000	1,000	1,000	1,000	1,000	1,513	4,856	4,856
KEYSTONE	302132	DGCNMELP	300862	SS1	1,055	1,098	1,278	705	824	824	824	824	948	802	1,374	1,268
TRANSPORTATION CONTRACT DEMAND (See ¶10)					45,677	45,677	45,677	24,618	20,091	20,091	20,091	20,091	20,091	24,618	45,677	45,677

EXHIBIT A CONT'D

Effective Dates: Primary Term (See ¶11)
(For Table A)

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		
DGCNMALA	334503	334503	ALAMOGORD O CITY GATE													600	
DGCNMTOC	331378	331378	TRUTHOR CONSEQUEN CES													600	
DPNM HRE	330052	330052	BAYARD TAKE OFF NM													165	
DSTERESA	314955	314955	DSTERESA													500	
DGCNMAT1	300857	331414	MLT ANTHONY	496	496	496	304	185	185	185	185	185	304	496	496		
DGCNMAT1	300857	320080	ANTHONY N M	496	496	496	305	185	185	185	185	185	305	496	496	100	

EXHIBIT A CONT'D

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)
(For Table B)

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		
DGCNMAFT	300854	320289	LEWIS FLATS NM	296	296	402	257	226	226	226	226	226	257	296	296	50	
DGCNMAFT	300854	320292	RIO MIMBRES N M	543	543	502	472	415	415	415	415	415	472	543	543	90	
DGCNMAFT	300854	320343	PYRAMID FARMING NM	198	198	183	171	151	151	151	151	151	171	198	198	60	
DGCNMAFT	300854	320377	GOAR- PYRAMID 2 NM	198	198	183	171	151	151	151	151	151	171	198	198	20	
DGCNMAFT	300854	320466	CULBERSON VALLEY	198	198	183	171	151	151	151	151	151	171	198	198	40	
DGCNMAFT	300854	320530	ROAD FORKS	267	267	247	231	204	204	204	204	204	231	267	267	15	
DGCNMDUG	300861	320051	RODEO #1 NM	49	71	37	23	24	23	16	16	14	10	15	38	35	
DGCNMDUG	300861	320247	ANIMAS NM	424	354	302	130	189	186	163	166	181	34	76	461	55	
DGCNMDUG	300861	320285	RED MOUNTAIN	99	142	37	23	24	23	25	24	28	19	38	77	45	
DGCNMDUG	300861	320288	DEMING FARM AREA	1,104	919	1,430	878	1,225	1,208	1,276	1,234	1,082	756	1,193	1,197	150	
DGCNMDUG	300861	320363	RICHARDS J.B.	99	142	46	23	24	23	16	24	28	19	23	77	20	
DGCNMDUG	300861	320366	ALBA, ROSALIO	7	6	9	6	8	8	8	24	7	5	8	8	10	
DGCNMDUG	300861	320420	DEMING GIN TAP	170	248	82	23	39	46	8	47	49	29	53	131	40	
DGCNMDUG	300861	330159	ANIMAS FARM DISTRICT	707	590	916	562	786	774	817	791	694	485	764	767	100	
DGCNMDUG	300861	331409	MLT DEMING	417	612	202	96	126	155	114	119	368	412	902	315		
DGCNMDUG	300861	331410	MAINLINE TAPS	49	41	64	39	55	54	57	55	49	34	53	54		
DGCNMELP	300862	320301	McGREGOR RANGE	600	624	727	441	580	580	580	580	551	422	710	655	25	
DGCNMELP	300862	320320	BERINO NM	208	217	252	132	174	174	174	174	331	253	372	343	80	
DGCNMELP	300862	320600	BEJARANO TAP BORDER	247	257	299	132	70	70	70	70	66	127	292	270		

EXHIBIT A CONT'D

DGCNMEP1	331976	331976	SUNLAND PARK													200	
DPNM HUR	300990	320402	REESE MINING & MFG CO	85	85	85	33	32	32	32	32	32	33	85	85	20	
DPNM HUR	300990	330054	SILVER CITY NEW MEXICO	7,016	7,016	7,016	3,279	1,714	1,714	1,714	1,714	1,714	3,279	7,016	7,016	125	
DPNM TYR	320490	320490	TYRONE SUBDIVISION NM													60	
CONTRACT METER QUANTITIES (CMQ(s))				13,973	14,016	14,196	7,902	6,738	6,738	6,738	6,738	6,862	7,999	14,292	14,186		

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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 22, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER	301797	See ¶11	(1a)			
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMA FT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
		DGCNMSJX	300870					
		DGCNMELP	300862					
		DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMA T1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

EXHIBIT B CONT'D

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) _____ (insert if applicable) which shall be payable regardless of quantities transported. Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$7.6632 per Dekatherm per Month during calendar year 2021, \$7.6967 per Dekatherm per Month during calendar year 2022, \$7.7306 per Dekatherm per Month during calendar year 2023, \$7.7648 per Dekatherm per Month during calendar year 2024, \$7.7993 per Dekatherm per Month during calendar year 2025, \$7.8342 per Dekatherm per Month during calendar year 2026, \$7.8694 per Dekatherm per Month during calendar year 2027, and \$7.9050 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the Partial Evergreen Clause in Paragraph 11(c) of the Agreement for the Table B Capacity to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$7.5746 per Dekatherm per Month for November and December 2028, and thereafter on January 1 of each Year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$7.6503 per Dekatherm per Month which is the product of \$7.574612 multiplied by 1.01 (which is \$7.650358) rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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

551 November - March

140 April - October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000-FT1EPNG), Contract No. FT3EV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.
- (c) Unilateral Evergreen. After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.
- (d) Contractual ROFR. 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:

NEW MEXICO GAS COMPANY, INC.
PO Box 97500 - MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FY000-FT1EPNG, originally dated January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FY000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

					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	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	DWGI AT2	320491	SS1	151	151	151	40	40	40	40	40	40	40	151	151	35	
KEYSTONE	302132	DWGI EP1	330796	SS1	400	400	400	100	100	100	100	100	100	100	400	400	265	
TRANSPORTATION CONTRACT DEMAND					551	551	551	140	140	140	140	140	140	140	551	551		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ 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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMA T1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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.

EXHIBIT B CONT'D

- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, ~~the parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported.~~ Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$6.1219 per Dekatherm per Month during calendar year 2021, \$6.1831 per Dekatherm per Month during calendar year 2022, \$6.2450 per Dekatherm per Month during calendar year 2023, \$6.3074 per Dekatherm per Month during calendar year 2024, \$6.3705 per Dekatherm per Month during calendar year 2025, \$6.4342 per Dekatherm per Month during calendar year 2026, \$6.4985 per Dekatherm per Month during calendar year 2027, and \$6.5635 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the evergreen clause in Paragraph 11(c) of this Agreement to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$6.5635 per Dekatherm per Month for November 2028 and December 2028 and thereafter on January 1 of each year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$6.6292 per Dekatherm per Month which is the product of \$6.563521 multiplied by 1.01 (which is \$6.629156) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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 Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 16, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2020

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:** NEW MEXICO GAS COMPANY, INC.
 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**

100,499	January
99,715	February
99,937	March
54,705	April
22,284	May - September
54,705	October
99,983	November
99,758	December

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000-FT1EPNG), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. 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:**


NEW MEXICO GAS COMPANY, INC.
 PO Box 97500 - MS #BC5
 Albuquerque, NM 87199-7500
 Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FV000-FT1EPNG, originally dated on January 1, 2016.
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. 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.)
15. Upon the Effective Date of Transporter's Agreement No. FT3FV000-FT1EPNG dated on January 1, 2016, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.



 WILL W BROWN

 VICE PRESIDENT, Gas Mgmt

Accepted and agreed to this

30TH day of SEPTEMBER, 2020.

NEW MEXICO GAS COMPANY, INC.

DocuSigned by:



 By: Ryan A. Shell
 Its: President

DocuSigned by:



 By: Tom C. Bullard
 Its: Vice President-Engineering, Gas Management & Technical Services

Accepted and agreed to this

24th day of September, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

					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	DGCNMSJX	300870	NN3	12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966
BLANCO	300714	DGCNMFAR	330088	NN3-AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
BONDADST	300724	IGCNMLSK	301530	NN3	40,200	40,200	40,200	23,000	10,000	10,000	10,000	10,000	10,000	23,000	40,200	40,200
KEYSTONE	302132	IRIOPUER	301797	SN2	32,333	31,549	31,771	10,000						10,000	31,817	31,592
TRANSPORTATIO CONTRACT DEMAND					100,499	99,715	99,937	54,705	22,284	22,284	22,284	22,284	22,284	54,705	99,983	99,758

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
DGCNMFAR	330088	330088	DGCNMFAR													300	
DGCNMSJX	300870	331975	BELEN #2	6,129	6,129	6,129	2,638	1,649	1,650	1,650	1,650	1,650	2,639	6,129	6,129	280	
DGCNMSJX	300870	331924	MLT SOCORRO N M	20	20	20	18	17	17	17	17	17	18	20	20		
DGCNMSJX	300870	331351	MAIN LINE TAPS BELEN	27	27	27	24	22	22	22	22	22	24	27	27		
DGCNMSJX	300870	330219	MAIN LINE TAPS GRANTS	645	645	645	148	140	140	140	140	140	148	645	645		
DGCNMSJX	300870	330076	GRANTS	2,095	2,095	2,095	2,638	1,650	1,650	1,650	1,650	1,650	2,639	2,095	2,095	70	
DGCNMSJX	300870	320596	WOMENS CORR FACILITY	512	512	512	445	420	420	420	420	420	444	512	512	100	
DGCNMSJX	300870	320397	BURNELL COMPANY	341	341	341	297	280	280	280	280	280	296	341	341	400	
DGCNMSJX	300870	320338	VIRGIL M JOHNSON	68	68	68	59	56	56	56	56	56	59	68	68	30	
DGCNMSJX	300870	314962	NORTH BELEN DEL PT	3,129	3,129	3,129	2,638	1,650	1,649	1,649	1,649	1,649	2,638	3,129	3,129	300	
IRIOPUER	301797	305584	RIO PUERCO – EPNG TO GCNM													625	
CONTRACT METER QUANTITY (CMQ(s))				12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966		

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
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 16, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
		DGCNMSJX	300870					
STML SJN	302347	DGCNMELP	300862	See ¶11	(1a)			
STML ANA	302344	DPNMTATU	300992					
STML PER	302346	DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMTAT1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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 \$5.5814 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
 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
89,758	January - March
15,482	April
18,382	May - September
15,482	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. 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:**

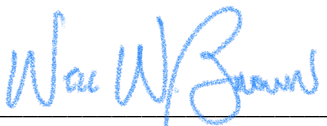
NEW MEXICO GAS COMPANY, INC.
 PO Box 97500 - MS #BC5
 Albuquerque, NM 87199-7500
 Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FW000-FT1EPNG, originally dated January 1, 2016.
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. 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.)
15. Upon the Effective Date of Transporter's Agreement No. FT3FW000-FT1EPNG originally dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.



 Will W. Brown

 VP, Business Mgmt

Accepted and agreed to this

30TH day of SEPTEMBER, 2020.

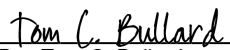
NEW MEXICO GAS COMPANY, INC.

DocuSigned by:



 By: Ryan A. Shell
 Its: President

DocuSigned by:



 By: Tom C. Bullard
 Its: Vice President-Engineering, Gas Management & Technical Services

Accepted and agreed to this

24th day of September, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)

Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: See ¶11

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
BLANCO	300714	DODOEDEL	48864	NN3	20,000	20,000	20,000								20,000	20,000
BLANCO	300714	DGCNMGAL	300866	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	300714	DGCNMSJT	300869	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	300714	IGLPGCNM	303962	NN3	15,000	15,000	15,000								15,000	15,000
BLANCO	300714	IGCNMKTZ	314193	NN3	35,000	35,000	35,000								35,000	35,000
KEYSTONE	302132	IKEYSTOR	301595	VA					10,000	10,000	10,000	10,000	10,000			
TRANSPORTATION CONTRACT DEMAND					89,758	89,758	89,758	15,482	18,382	18,382	18,382	18,382	18,382	15,482	89,758	89,758

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
IGCNMKTZ	314193	314193	KUTZ DELIVERY													600	
DGCNMSJT	300869	334801	30THF ST FARMINGTON	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294		
DGCNMSJT	300869	330579	FARMINGTON TAPS SAN JU	31	31	31	23	17	17	17	17	17	31	31	31		
DGCNMSJT	300869	320473	CARIBOU- FOUR CORNER	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	
DGCNMSJT	300869	320219	FRUITLAND KIRTLAND	938	938	938	939	666	666	666	666	666	938	938	938	100	
DGCNMGAL	300866	331553	GALLUP CITY GATE #2	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	
DGCNMGAL	300866	330570	FT WINGATE INDIAN SCHOOL	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439		
DGCNMGAL	300866	330218	NMGASCO/EP NG MAIN LINETAPS GALLUP M	99	99	99	79	50	50	50	50	50	79	99	99		
DGCNMGAL	300866	330087	GALLUP CITY GATE #1	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	100	
DGCNMGAL	300866	320517	FT WINGATE ARMY DEPOT	989	989	989	865	554	554	554	554	554	865	989	989	200	
DODOEDEL	48864	48864	ODOE DELIVERY													750	
CONTRACT METER QUANTITY (CMQ(s))				19,758	19,758	19,758	15,482	8,382	8,382	8,382	8,382	8,382	15,482	19,758	19,758		

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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMT1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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 \$2.7872 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 22, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 22, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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
	Primary Term (Table A of Exhibit A)
24,227	November - March
14,004	April
9,906	May - September
14,004	October
	Primary Term Subject to Partial Evergreen Clause (Table B of Exhibit A)
21,450	November - March
10,614	April
10,185	May - September
10,614	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.
- (c) Partial Evergreen. After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement ("Table B

Capacity”) from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the “Partial Evergreen Clause.” For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement (“Table A Capacity”) and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 11(c).

- (d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the GT&C if Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 11(c), Partial Evergreen, of this Agreement.

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

To Shipper:

NEW MEXICO GAS COMPANY, INC.
PO Box 97500 - MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FX000-FT1EPNG, originally dated January 1, 2016.
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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FX000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

Will W. Brown
WILL W BROWN
VP, Business Management

Accepted and agreed to this

30th day of September, 2020.

NEW MEXICO GAS COMPANY, INC.

DocuSigned by:
Ryan A. Shell
 By: Ryan A. Shell
 Its: President

DocuSigned by:
Tom C. Bullard
 By: Tom C. Bullard
 Its: Vice President-Engineering, Gas Management & Technical Services

Accepted and agreed to this

24th day of September, 2020.

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 22, 2020

(Table A)

Effective Dates: Primary Term (See ¶11)

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	DPNM HRE	330052	SS1	2,617	2,617	2,617	1,554	862	862	862	862	862	1,554	2,617	2,617
KEYSTONE	302132	DGCNMAT1	300857	SS1	992	992	992	609	370	370	370	370	370	609	992	992
KEYSTONE	302132	DGCNMTOC	331378	SS1	5,226	5,226	5,226	4,141	2,874	2,874	2,874	2,874	2,874	4,141	5,226	5,226
KEYSTONE	302132	DGCNMALA	334503	SS1	15,392	15,392	15,392	7,700	5,800	5,800	5,800	5,800	5,800	7,700	15,392	15,392

(Table B)

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)

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
BLANCO	300714	DPNMTATU	300992	NN3	130	130	130	130	130	130	130	130	130	130	130	130
KEYSTONE	302132	DPNM HUR	300990	SS1	7,101	7,101	7,101	3,312	1,746	1,746	1,746	1,746	1,746	3,312	7,101	7,101
KEYSTONE	302132	DSTERESA	314955	SS1	3,244	3,201	3,021	1,542	2,551	2,551	2,551	2,551	2,427	1,445	2,925	3,031
KEYSTONE	302132	DGCNMAFT	300854	SS1	1,700	1,700	1,700	1,473	1,298	1,298	1,298	1,298	1,298	1,473	1,700	1,700
KEYSTONE	302132	DPNM TYR	320490	SS1	239	239	239	136	136	136	136	136	136	136	239	239
KEYSTONE	302132	DGCNMDUG	300861	SS1	3,125	3,125	3,125	1,803	2,500	2,500	2,500	2,500	2,500	1,803	3,125	3,125
KEYSTONE	302132	DGCNMEP1	331976	SS1	4,856	4,856	4,856	1,513	1,000	1,000	1,000	1,000	1,000	1,513	4,856	4,856
KEYSTONE	302132	DGCNMELP	300862	SS1	1,055	1,098	1,278	705	824	824	824	824	948	802	1,374	1,268
TRANSPORTATION CONTRACT DEMAND (See ¶10)					45,677	45,677	45,677	24,618	20,091	20,091	20,091	20,091	20,091	24,618	45,677	45,677

EXHIBIT A CONT'D

Effective Dates: Primary Term (See ¶11)
(For Table A)

				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/
DGCNMALA	334503	334503	ALAMOGORD O CITY GATE													600	
DGCNMTOC	331378	331378	TRUTH OR CONSEQUEN CES													600	
DPNM HRE	330052	330052	BAYARD TAKE OFF NM													165	
DSTERESA	314955	314955	DSTERESA													500	
DGCNMAT1	300857	331414	MLT ANTHONY	496	496	496	304	185	185	185	185	185	304	496	496		
DGCNMAT1	300857	320080	ANTHONY N M	496	496	496	305	185	185	185	185	185	305	496	496	100	

EXHIBIT A CONT'D

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)
(For Table B)

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		
DGCNMAFT	300854	320289	LEWIS FLATS NM	296	296	402	257	226	226	226	226	226	257	296	296	50	
DGCNMAFT	300854	320292	RIO MIMBRES N M	543	543	502	472	415	415	415	415	415	472	543	543	90	
DGCNMAFT	300854	320343	PYRAMID FARMING NM	198	198	183	171	151	151	151	151	151	171	198	198	60	
DGCNMAFT	300854	320377	GOAR- PYRAMID 2 NM	198	198	183	171	151	151	151	151	151	171	198	198	20	
DGCNMAFT	300854	320466	CULBERSO N VALLEY	198	198	183	171	151	151	151	151	151	171	198	198	40	
DGCNMAFT	300854	320530	ROAD FORKS	267	267	247	231	204	204	204	204	204	231	267	267	15	
DGCNMDUG	300861	320051	RODEO #1 NM	49	71	37	23	24	23	16	16	14	10	15	38	35	
DGCNMDUG	300861	320247	ANIMAS NM	424	354	302	130	189	186	163	166	181	34	76	461	55	
DGCNMDUG	300861	320285	RED MOUNTAIN	99	142	37	23	24	23	25	24	28	19	38	77	45	
DGCNMDUG	300861	320288	DEMING FARM AREA	1,104	919	1,430	878	1,225	1,208	1,276	1,234	1,082	756	1,193	1,197	150	
DGCNMDUG	300861	320363	RICHARDS I.B.	99	142	46	23	24	23	16	24	28	19	23	77	20	
DGCNMDUG	300861	320366	ALBA, ROSALIO	7	6	9	6	8	8	8	24	7	5	8	8	10	
DGCNMDUG	300861	320420	DEMING GIN TAP	170	248	82	23	39	46	8	47	49	29	53	131	40	
DGCNMDUG	300861	330159	ANIMAS FARM DISTRICT	707	590	916	562	786	774	817	791	694	485	764	767	100	
DGCNMDUG	300861	331409	MLT DEMING	417	612	202	96	126	155	114	119	368	412	902	315		
DGCNMDUG	300861	331410	MAINLINE TAPS	49	41	64	39	55	54	57	55	49	34	53	54		
DGCNMELP	300862	320301	McGREGOR RANGE	600	624	727	441	580	580	580	580	551	422	710	655	25	
DGCNMELP	300862	320320	BERINO NM	208	217	252	132	174	174	174	174	331	253	372	343	80	
DGCNMELP	300862	320600	BEJARANO TAP BORDER	247	257	299	132	70	70	70	70	66	127	292	270		
DGCNMEP1	331976	331976	SUNLAND PARK													200	
DPNM HUR	300990	320402	REESE MINING & MFG CO	85	85	85	33	32	32	32	32	32	33	85	85	20	

EXHIBIT A CONT'D

DPNM HUR	300990	330054	SILVER CITY NEW MEXICO	7,016	7,016	7,016	3,279	1,714	1,714	1,714	1,714	1,714	3,279	7,016	7,016	125	
DPNM TYR	320490	320490	TYRONE SUBDIVISIO N NM													60	
CONTRACT METER QUANTITIES (CMQ(s))				13,973	14,016	14,196	7,902	6,738	6,738	6,738	6,738	6,862	7,999	14,292	14,186		

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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 22, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMAT1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

EXHIBIT B CONT'D**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, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$7.6632 per Dekatherm per Month during calendar year 2021, \$7.6967 per Dekatherm per Month during calendar year 2022, \$7.7306 per Dekatherm per Month during calendar year 2023, \$7.7648 per Dekatherm per Month during calendar year 2024, \$7.7993 per Dekatherm per Month during calendar year 2025, \$7.8342 per Dekatherm per Month during calendar year 2026, \$7.8694 per Dekatherm per Month during calendar year 2027, and \$7.9050 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the Partial Evergreen Clause in Paragraph 11(c) of the Agreement for the Table B Capacity to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$7.5746 per Dekatherm per Month for November and December 2028, and thereafter on January 1 of each Year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$7.6503 per Dekatherm per Month which is the product of \$7.574612 multiplied by 1.01 (which is \$7.650358) rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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.

Agreement No. FT3FY000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
 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**

551 November - March

140 April - October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.
- (c) Unilateral Evergreen. After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.
- (d) Contractual ROFR. 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:**

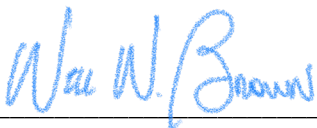
NEW MEXICO GAS COMPANY, INC.
 PO Box 97500 - MS #BC5
 Albuquerque, NM 87199-7500
 Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FY000-FT1EPNG, originally dated January 1, 2016.
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. 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.)
15. Upon the Effective Date of Transporter's Agreement No. FT3FY000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.



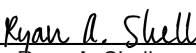
 Will W Brown

 VP Business Mgmt


Accepted and agreed to this

30th day of SEPTEMBER, 2020.

NEW MEXICO GAS COMPANY, INC.

DocuSigned by:


 By: Ryan A. Shell
 Its: President

DocuSigned by:


 By: Tom C. Bullard
 Its: Vice President-Engineering, Gas Management & Technical Services

Accepted and agreed to this

24th day of September, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)

Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEystone	302132	DWGI AT2	320491	SS1	151	151	151	40	40	40	40	40	40	40	151	151	35	
KEystone	302132	DWGI EP1	330796	SS1	400	400	400	100	100	100	100	100	100	100	400	400	265	
TRANSPORTATION CONTRACT DEMAND					551	551	551	140	140	140	140	140	140	140	551	551		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ 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
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

EXHIBIT B CONT'D

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		IRIOPUER	301797					
		DGCNMALA	334503					
		DGCNMFAR	330088					
		DGCNMDUG	300861					
		IGCNMKTZ	314193					
		IGLPGCNM	303962					
		IGCNMLSK	301530					
		DGCNMAFT	300854					
		DGCNMGAL	300866					
		DGCNMSJT	300869					
STML SJN	302347	DGCNMSJX	300870					
STML ANA	302344	DGCNMELP	300862	See ¶11	(1a)			
STML PER	302346	DPNMTATU	300992					
		DPNM HUR	300990					
		DGCNMEP1	331976					
		DPNM HRE	330052					
		DPNM TYR	320490					
		DGCNMTOC	331378					
		DGCNMAT1	300857					
		DSTERESA	314955					
		IKEYSTOR	301595					
		DWGI EP1	330796					
		DWGI AT2	320491					
		DODOEDEL	48864					

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.

EXHIBIT B CONT'D

- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$6.1219 per Dekatherm per Month during calendar year 2021, \$6.1831 per Dekatherm per Month during calendar year 2022, \$6.2450 per Dekatherm per Month during calendar year 2023, \$6.3074 per Dekatherm per Month during calendar year 2024, \$6.3705 per Dekatherm per Month during calendar year 2025, \$6.4342 per Dekatherm per Month during calendar year 2026, \$6.4985 per Dekatherm per Month during calendar year 2027, and \$6.5635 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the evergreen clause in Paragraph 11(c) of this Agreement to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$6.5635 per Dekatherm per Month for November 2028 and December 2028 and thereafter on January 1 of each year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$6.6292 per Dekatherm per Month which is the product of \$6.563521 multiplied by 1.01 (which is \$6.629156) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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.

Clean Tariff Sections

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: Rate Schedules

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4 Requests for Services

- Section 4.1 Request for Service
- Section 4.2 Prospective Sale of Available Capacity
- Section 4.3 Availability of Firm Service
- Section 4.4 Obtaining Firm Service Within the Sales Timeline
- Section 4.5 Obtaining Firm Service Outside the Sales Timeline
- Section 4.6 Preparation of TSA
- Section 4.7 Capacity Reserved for Future Expansion Projects
- Section 4.8 Obtaining Interruptible Service
- Section 4.9 Off-System Capacity
- Section 4.10 Reserved
- Section 4.11 Electronic Execution of Agreements
- Section 4.12 Evergreen
- Section 4.13 Re-Contracting for a Higher Level of Service
- Section 4.14 Right-of-First-Refusal
- Section 4.15 Extension of Executed TSAs
- Section 4.16 Creditworthiness Requirement
- Section 4.17 Discounted Rates
- Section 4.18 Negotiated Rate Authority
- Section 4.19 Statutory Regulation
- Section 4.20 Assignments
- Section 4.21 Certification
- Section 4.22 Heating Values
- Section 4.23 Arbitration

Section 5 Service Conditions

Section 6 Nominations and Scheduling Procedures

- Section 6.1 Scheduling of Receipts and Deliveries
- Section 6.2 Capacity Allocation Procedure
- Section 6.3 Adjustments to Confirmations due to Supply Underperformance
- Section 6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5 Flow Day Diversion
- Section 6.6 Pooling
- Section 6.7 Improvement of Scheduling Priority

Section 7 Responsibility for Gas and Products

Section 8 Operating Provisions

- Section 8.1 Firm Service
- Section 8.2 Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

Part VI: Graphical Illustrations

Section 1	North/South System Map
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Part VII: Non-Conforming Agreements

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
Section 23	Mexicana de Cobre, S.A. de C.V. #FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

List of Non-Conforming Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

List of Non-Conforming Agreements (Continued)

City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company #H6223000
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

List of Non-Conforming Agreements (Continued)

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000
Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000

List of Non-Conforming Negotiated Rate Agreements (Continued)

EWM P1, LLC Agreement #FT3FM000
Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #FT3ET000
Public Service Company of New Mexico FT-1 Agreement #FT3EU000
Public Service Company of New Mexico FTH-12 Agreement #H222W000
Public Service Company of New Mexico FTH-12 Agreement #H222X000
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000
Tucson Electric Power Company FTH-12 Agreement #H222R000
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Third Revised Volume No. 2

Special rate schedules consisting of individual contracts between Transporter and various interstate pipeline system customers covering special gas transportation or exchange of natural gas. A detailed index of rate schedules is included in Transporter's FERC Gas Tariff, Third Revised Volume No. 2.

Rate Schedules

- | | |
|------|---|
| X-42 | Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company. |
| T-18 | Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company. |
| T-23 | Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co. |
| T-30 | Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company. |
| T-31 | Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company. |
| T-32 | Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc. |
| T-33 | Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc. |

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
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Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
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Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
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Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

New Mexico Gas Company, Inc.

(Shipper)

Dated: June 16, 2020

Agreement No. FT3FV000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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
100,499	January
99,715	February
99,937	March
54,705	April
22,284	May - September
54,705	October
99,983	November
99,758	December

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000-FT1EPNG), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FV000-FT1EPNG

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FV000-FT1EPNG, originally dated on January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter’s Agreement No. FT3FV000-FT1EPNG dated on January 1, 2016, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

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

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. FT3FV000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)

Dated: June 16, 2020

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: See ¶11

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
BONDADST	300724	IGCNMLSK	301530	NN3	40,200	40,200	40,200	23,000	10,000	10,000	10,000	10,000	10,000	23,000	40,200	40,200
BLANCO	300714	DGCNMSJX	300870	NN3	12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966
BLANCO	300714	DGCNMFAR	330088	NN3- AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
KEYSTONE	302132	IRIOPUER	301797	SN2	32,333	31,549	31,771	10,000						10,000	31,817	31,592
TRANSPORTATION CONTRACT DEMAND					100,499	99,715	99,937	54,705	22,284	22,284	22,284	22,284	22,284	54,705	99,983	99,758

Ex. A-1

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FV000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
DGCNMFAR	330088	330088	DGCNMFAR													300	
DGCNMSJX	300870	314962	NORTH BELEN DEL PT.	3,129	3,129	3,129	2,638	1,650	1,649	1,649	1,649	1,649	2,638	3,129	3,129	300	
DGCNMSJX	300870	320338	VIRGIL M JOHNSON	68	68	68	59	56	56	56	56	56	59	68	68	30	
DGCNMSJX	300870	320397	BURNELL COMPANY	341	341	341	297	280	280	280	280	280	296	341	341	400	
DGCNMSJX	300870	320596	WOMEN'S CORR FACILITY	512	512	512	445	420	420	420	420	420	444	512	512	100	
DGCNMSJX	300870	330076	GRANTS	2,095	2,095	2,095	2,638	1,650	1,650	1,650	1,650	1,650	2,639	2,095	2,095	70	
DGCNMSJX	300870	330219	MAIN LINE TAPS GRANTS	645	645	645	148	140	140	140	140	140	148	645	645		
DGCNMSJX	300870	331351	MAIN LINE TAPS BELEN	27	27	27	24	22	22	22	22	22	24	27	27		
DGCNMSJX	300870	331924	MLT SOCORRO N M	20	20	20	18	17	17	17	17	17	18	20	20		
DGCNMSJX	300870	331975	BELEN #2	6,129	6,129	6,129	2,638	1,649	1,650	1,650	1,650	1,650	2,639	6,129	6,129	280	
IRIOPUER	301797	305584	RIO PUERCO-EPNG TO GCNM													625	
TRANSPORTATION CONTRACT DEMAND				12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966		

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. FT3FV000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 16, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Ex. B-1

Agreement No. FT3FV000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Agreement No. FT3FV000-FT1EPNG

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 \$5.5814 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.

Dated: June 18, 2020

Agreement No. FT3FW000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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. FT3FW000-FT1EPNG

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

TCD (Dth/d)	Time Period
89,758	January - March
15,482	April
18,382	May - September
15,482	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Termination Date. This Agreement shall terminate on October 31, 2028.
- (c) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FW000-FT1EPNG

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FW000-FT1EPNG, originally dated January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter’s Agreement No. FT3FW000-FT1EPNG originally dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

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

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. FT3FW000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: See ¶11

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DGCNMGAL	300866	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	300714	DGCNMSJT	300869	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	300714	IGLPGCNM	303962	NN3	15,000	15,000	15,000								15,000	15,000
KEYSTONE	302132	IKEYSTOR	301595	VA					10,000	10,000	10,000	10,000	10,000			
BLANCO	300714	IGCNMKTZ	314193	NN3	35,000	35,000	35,000								35,000	35,000
BLANCO	300714	DODOEDEL	48864	NN3	20,000	20,000	20,000								20,000	20,000
TRANSPORTATION CONTRACT DEMAND					89,758	89,758	89,758	15,482	18,382	18,382	18,382	18,382	18,382	15,482	89,758	89,758

Ex. A-1

Agreement No. FT3FW000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: See ¶11

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		
DGCNMGAL	300866	320517	FT WINGATE ARMY DEPOT	989	989	989	865	554	554	554	554	554	865	989	989	200	
DGCNMGAL	300866	330087	GALLUP CITY GATE 1	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	100	
DGCNMGAL	300866	330218	NMGASCO/EPNG MAIN LINETAPS GALLUP	99	99	99	79	50	50	50	50	50	79	99	99		
DGCNMGAL	300866	330570	FT WINGATE INDIAN SCHOOL	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439		
DGCNMGAL	300866	331553	GSLUP CITY GATE 2	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	
DGCNMSJT	300869	320219	FRUITLAND KIRTLAND	938	938	938	939	666	666	666	666	666	938	938	938	100	
DGCNMSJT	300869	320473	CARIBOU-FOUR CORNER OIL	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	
DGCNMSJT	300869	330579	FARMINGTON TAPS JAN 10	31	31	31	23	17	17	17	17	17	31	31	31		
DGCNMSJT	300869	334801	30th ST FARMINGTON	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294		
IGCNMKTZ	314192	314193	KUTZ DELIVERY													600	
DODOEDEL	48864	48864	ODOE DELIVERY													750	
CONTRACT METER QUANTITY (CMQ(s))				19,758	19,758	19,758	15,482	8,382	8,382	8,382	8,382	8,382	15,482	19,758	19,758		

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-1

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FW000-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶9	(1a)			

Ex. B-1

Issued on: October 13, 2020

Effective on: January 1, 2021

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Agreement No. FT3FW000-FT1EPNG

- 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 \$2.7872 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: June 22, 2020

Agreement No. FT3FX000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 22, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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. FT3FX000-FT1EPNG

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

TCD (Dth/d)	Time Period
	Primary Term (Table A of Exhibit A)
24,227	November - March
14,004	April
9,906	May - September
14,004	October
	Primary Term Subject to Partial Evergreen Clause (Table B of Exhibit A)
21,450	November - March
10,614	April
10,185	May - September
10,614	October

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

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.

Agreement No. FT3FX000-FT1EPNG

- (c) Partial Evergreen. After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement ("Table B Capacity") from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the "Partial Evergreen Clause." For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement ("Table A Capacity") and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 11(c).
- (d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the GT&C if the Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after the Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 11(c), Partial Evergreen Clause, of this Agreement.

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

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

- 13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FX000-FT1EPNG, originally dated January 1, 2016.
- 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. 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.)
- 15. Upon the Effective Date of Transporter's Agreement No. FT3FX000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. FT3FX000-FT1EPNG

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.

NEW MEXICO GAS COMPANY, INC.

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

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 22, 2020

(Table A)

Effective Dates: Primary Term (See ¶11)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEystone	302132	DGCNMALA	334503	SS1	15,392	15,392	15,392	7,700	5,800	5,800	5,800	5,800	5,800	7,700	15,392	15,392
KEystone	302132	DPNM HRE	330052	SS1	2,617	2,617	2,617	1,554	862	862	862	862	862	1,554	2,617	2,617
KEystone	302132	DGCNMTOC	331378	SS1	5,226	5,226	5,226	4,141	2,874	2,874	2,874	2,874	2,874	4,141	5,226	5,226
KEystone	302132	DGCNMAT1	4300857	SS1	992	992	992	609	370	370	370	370	370	609	992	992

(Table B)

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)

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	DPNM HUR	300990	SS1	7,101	7,101	7,101	3,312	1,746	1,746	1,746	1,746	1,746	3,312	7,101	7,101
KEystone	302132	DGCNMEP1	331976	SS1	4,856	4,856	4,856	1,513	1,000	1,000	1,000	1,000	1,000	1,513	4,856	4,856
KEystone	302132	DPNM TYR	320490	SS1	239	239	239	136	136	136	136	136	136	136	239	239
BLANCO	300714	DPNMTATU	300992	NN3	130	130	130	130	130	130	130	130	130	130	130	130
KEystone	302132	DGCNMAFT	300854	SS1	1,700	1,700	1,700	1,473	1,298	1,298	1,298	1,298	1,298	1,473	1,700	1,700
KEystone	302132	DGCNMELP	300862	SS1	1,055	1,098	1,278	705	824	824	824	824	948	802	1,374	1,268
KEystone	302132	DGCNMDUG	300861	SS1	3,125	3,125	3,125	1,803	2,500	2,500	2,500	2,500	2,500	1,803	3,125	3,125
KEystone	302132	DSTERESA	314955	SS1	3,244	3,201	3,021	1,542	2,551	2,551	2,551	2,551	2,427	1,445	2,925	3,031
TRANSPORTATION CONTRACT DEMAND (See ¶10)					45,677	45,677	45,677	24,618	20,091	20,091	20,091	20,091	20,091	24,618	45,677	45,677

Ex. A-1

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: Primary Term (See ¶11)
(For Table A)

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		
DGCNMALA	334503	334503	ALAMOGORDO CITY GATE													600	
DGCNMAT1	300857	320080	ANTHONY N M	496	496	496	305	185	185	185	185	185	305	496	496	100	
DSTERESA	314955	314955	DSTERESA													500	
DGCNMAT1	300857	331414	MLT ANTHONY	496	496	496	304	185	185	185	185	185	304	496	496		
DGCNMTOC	331378	331378	TRUTH OR CONSEQUENCES													600	
DPNM HRE	330052	330052	BAYARD TAKE OFF NM													165	

Ex. A-2

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)
(For Table B)

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		
DGCNMAFT	300854	320289	LEWIS FLATS NM	296	296	402	257	226	226	226	226	226	257	296	296	50	
DGCNMAFT	300854	320292	RIO MIMBRES N M	543	543	502	472	415	415	415	415	415	472	543	543	90	
DGCNMAFT	300854	320343	PYRAMID FARMING NM	198	198	183	171	151	151	151	151	151	171	198	198	60	
DGCNMAFT	300854	320377	GOAR-PYRAMID 2 NM	198	198	183	171	151	151	151	151	151	171	198	198	20	
DGCNMAFT	300854	320466	CULBERSON VALLEY	198	198	183	171	151	151	151	151	151	171	198	198	40	
DGCNMAFT	300854	320530	ROAD FORKS	267	267	247	231	204	204	204	204	204	231	267	267	15	
DGCNMDUG	300861	320051	Rodeo 1 NM	49	71	37	23	24	23	16	16	14	10	15	38	35	
DGCNMDUG	300861	320247	Animas NM	424	354	302	130	189	186	163	166	181	34	76	461	55	
DGCNMDUG	300861	320285	Red Mountain	99	142	37	23	24	23	25	24	28	19	38	77	45	
DGCNMDUG	300861	320288	Deming Farm Area	1,104	919	1,430	878	1,225	1,208	1,276	1,234	1,082	756	1,193	1,197	150	
DGCNMDUG	300861	320363	Richards, I. B.	99	142	46	23	24	23	16	24	28	19	23	77	20	
DGCNMDUG	300861	320366	Alba, Rosalio	7	6	9	6	8	8	8	24	7	5	8	8	10	
DGCNMDUG	300861	320420	Deming Gin Tap	170	248	82	23	39	46	8	47	49	29	53	131	40	
DGCNMDUG	300861	330159	Animas Farm District	707	590	916	562	786	774	817	791	694	485	764	767	100	
DGCNMDUG	300861	331409	MLT- Deming	417	612	202	96	126	155	114	119	368	412	902	315		
DGCNMDUG	300861	331410	Mainline Taps	49	41	64	39	55	54	57	55	49	34	53	54		
DGCNMELP	300862	320301	McGregor Range	600	624	727	441	580	580	580	580	551	422	710	655	25	
DGCNMELP	300862	320320	Berino NM	208	217	252	132	174	174	174	174	331	253	372	343	80	
DGCNMELP	300862	320600	Bejarano Tap Order	247	257	299	132	70	70	70	70	66	127	292	270		

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

DGCNMEP1	331976	331976	SUNLAND PARK													200	
DPNM HUR	300990	320402	Reese Mining & MFG Co	85	85	85	33	32	32	32	32	32	33	85	85	20	
DPNM HUR	300990	330054	Silver City New Mexico	7,016	7,016	7,016	3,279	1,714	1,714	1,714	1,714	1,714	3,279	7,016	7,016	125	
DPNM TYR	320490	320490	Tyrone Subdivision NM													60	
CONTRACT METER QUANTITY (CMQ(s))				13,973	14,016	14,196	7,902	6,738	6,738	6,738	6,738	6,862	7,999	14,292	14,186		

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-4

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C.
and
New Mexico Gas Company, Inc.
(Shipper)
Dated: June 22, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Ex. B-1

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶9	(1a)			

Ex. B-2

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

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, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$7.6632 per Dekatherm per Month during calendar year 2021, \$7.6967 per Dekatherm per Month during calendar year 2022, \$7.7306 per Dekatherm per Month during calendar year 2023, \$7.7648 per Dekatherm per Month during calendar year 2024, \$7.7993 per Dekatherm per Month during calendar year 2025, \$7.8342 per Dekatherm per Month during calendar year 2026, \$7.8694 per Dekatherm per Month during calendar year 2027, and \$7.9050 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the Partial Evergreen Clause in Paragraph 11(c) of the Agreement for the Table B Capacity to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$7.5746 per Dekatherm per Month for November and December 2028, and thereafter on January 1 of each Year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$7.6503 per Dekatherm per Month which is the product of \$7.574612 multiplied by 1.01 (which is \$7.650358) rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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-3

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

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

And

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Agreement No. FT3FY000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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

551 November - March
140 April - October

11. **Term of Agreement:**

- (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.
- (b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.
- (c) Unilateral Evergreen. After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.
- (d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FY000-FT1EPNG

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FY000-FT1EPNG, originally dated January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter’s Agreement No. FT3FY000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth 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 to Shipper and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, 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.

NEW MEXICO GAS COMPANY, INC.

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

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. FT3FY000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
NEW MEXICO GAS COMPANY, INC.
 (Shipper)
 Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: See ¶11

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	DWGI EP1	330796	SS1	400	400	400	100	100	100	100	100	100	100	400	400	265	
KEYSTONE	302132	DWGI AT2	320491	SS1	151	151	151	40	40	40	40	40	40	40	151	151	35	
TRANSPORTATION CONTRACT DEMAND					551	551	551	140	140	140	140	140	140	140	551	551		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ 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-1

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FY000-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Ex. A-1

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Ex. B-2

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D

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, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$6.1219 per Dekatherm per Month during calendar year 2021, \$6.1831 per Dekatherm per Month during calendar year 2022, \$6.2450 per Dekatherm per Month during calendar year 2023, \$6.3074 per Dekatherm per Month during calendar year 2024, \$6.3705 per Dekatherm per Month during calendar year 2025, \$6.4342 per Dekatherm per Month during calendar year 2026, \$6.4985 per Dekatherm per Month during calendar year 2027, and \$6.5635 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the evergreen clause in Paragraph 11(c) of this Agreement to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$6.5635 per Dekatherm per Month for November 2028 and December 2028 and thereafter on January 1 of each year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$6.6292 per Dekatherm per Month which is the product of \$6.563521 multiplied by 1.01 (which is \$6.629156) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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-3

Marked Tariff Sections

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: Rate Schedules

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4 Requests for Services

- Section 4.1 Request for Service
- Section 4.2 Prospective Sale of Available Capacity
- Section 4.3 Availability of Firm Service
- Section 4.4 Obtaining Firm Service Within the Sales Timeline
- Section 4.5 Obtaining Firm Service Outside the Sales Timeline
- Section 4.6 Preparation of TSA
- Section 4.7 Capacity Reserved for Future Expansion Projects
- Section 4.8 Obtaining Interruptible Service
- Section 4.9 Off-System Capacity
- Section 4.10 Reserved
- Section 4.11 Electronic Execution of Agreements
- Section 4.12 Evergreen
- Section 4.13 Re-Contracting for a Higher Level of Service
- Section 4.14 Right-of-First-Refusal
- Section 4.15 Extension of Executed TSAs
- Section 4.16 Creditworthiness Requirement
- Section 4.17 Discounted Rates
- Section 4.18 Negotiated Rate Authority
- Section 4.19 Statutory Regulation
- Section 4.20 Assignments
- Section 4.21 Certification
- Section 4.22 Heating Values
- Section 4.23 Arbitration

Section 5 Service Conditions

Section 6 Nominations and Scheduling Procedures

- Section 6.1 Scheduling of Receipts and Deliveries
- Section 6.2 Capacity Allocation Procedure
- Section 6.3 Adjustments to Confirmations due to Supply Underperformance
- Section 6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5 Flow Day Diversion
- Section 6.6 Pooling
- Section 6.7 Improvement of Scheduling Priority

Section 7 Responsibility for Gas and Products

Section 8 Operating Provisions

- Section 8.1 Firm Service
- Section 8.2 Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

Part VI: Graphical Illustrations

Section 1	North/South System Map
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Part VII: Non-Conforming Agreements

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V. #FT399000
Section 23	Mexicana de Cobre, S.A. de C.V. #FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000- FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000- FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000- FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000- FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

List of Non-Conforming Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

List of Non-Conforming Agreements (Continued)

City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company #H6223000
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

List of Non-Conforming Agreements (Continued)

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000
Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000

List of Non-Conforming Negotiated Rate Agreements (Continued)

EWM P1, LLC Agreement #FT3FM000
Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-~~FT1EPNG~~
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-~~FT1EPNG~~
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-~~FT1EPNG~~
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-~~FT1EPNG~~
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #FT3ET000
Public Service Company of New Mexico FT-1 Agreement #FT3EU000
Public Service Company of New Mexico FTH-12 Agreement #H222W000
Public Service Company of New Mexico FTH-12 Agreement #H222X000
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-
FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000
Tucson Electric Power Company FTH-12 Agreement #H222R000
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Third Revised Volume No. 2

Special rate schedules consisting of individual contracts between Transporter and various interstate pipeline system customers covering special gas transportation or exchange of natural gas. A detailed index of rate schedules is included in Transporter's FERC Gas Tariff, Third Revised Volume No. 2.

Rate Schedules

- | | |
|------|---|
| X-42 | Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company. |
| T-18 | Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company. |
| T-23 | Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co. |
| T-30 | Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company. |
| T-31 | Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company. |
| T-32 | Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc. |
| T-33 | Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc. |

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000- FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000- FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000- FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000- FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

Agreement No. FT3FV000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

~~B~~etween

El Paso Natural Gas Company, L.L.C.

~~a~~And

New Mexico Gas Company, Inc.

(Shipper)

Dated: ~~January 1, 2016~~June 16, 2020

Agreement No. FT3FV000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~January 1, 2016~~ June 16, 2020

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:** NEW MEXICO GAS COMPANY, INC.
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used ~~in this Agreement~~ and not otherwise defined ~~in this Agreement~~ elsewhere have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **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.
67. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the ~~GT&C~~ General Terms and Conditions.
87. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
98. **Negotiated Rate Agreement:** Yes X No

Agreement No. FT3FV000-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
100,499	January
99,715	February
99,937	March
54,705	April
22,284	May - September
54,705	October
99,983	November
99,758	December

911. Term of Firm Transportation Service Agreement:

~~(a)~~ Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000-FT1EPNG), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and, Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) -and Contract No. FT3FY000- (collectively these agreements are referred to herein as the "Contract Package"; and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021~~46~~; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11-9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or c~~C~~onditions; or (ii) r-(ii)

~~(b) Agreement No. FT3FV000~~

~~(c)~~

~~(d)~~

~~(e)(a)~~ modify ~~the Letter Agreement and/or~~ one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify ~~the Letter Agreement and/or~~ one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified ~~Letter Agreement and/or~~ Contract Package, and ~~the Letter Agreement and~~ each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated ~~Letter Agreement and each of the~~ agreements comprising the Contract Package in their entirety and without any modification or condition. ~~Until FERC's approval and/or acceptance of the Letter Agreement and~~ each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in ~~the Letter Agreement and~~ the agreements comprising the Contract Package.

~~(f)(b)~~ Termination Date. This Agreement shall terminate ~~five (5) Years from the Effective Date on~~ October 31, 2028.

~~(g)(c)~~ Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the ~~General Terms and Conditions~~ GT&C.

~~(h) Construction of Facilities.~~ As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoo Delivery Meter Station ("Odoo Meter") is being installed and constructed on EPNG's Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoo Delivery Meter Station ("Pressure Facilities"). The date that the Odoo Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoo Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the "Facilities Availability Date." The Odoo Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.

10. ~~Effect on Prior Agreement(s):~~ When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties:
- ~~Agreement No. FT27Q000 originally dated August 6, 2007 as last amended and restated by agreement dated January 1, 2010,~~
 - ~~Agreement No. FT34W000 originally dated November 1, 2011 as last amended and restated by agreement dated March 1, 2013,~~
 - ~~Agreement No. FT34X000 originally dated November 1, 2011 as last amended and restated by agreement dated March 1, 2013, and~~
 - ~~Agreement No. FT3FR000 originally dated November 1, 2015.~~

Agreement No. FT3FV000-FT1EPNG

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

TCD (Dth/d)	Time Period
100,499	January
99,715	February
99,937	March
54,705	April
22,284	May – September
54,705	October
99,983	November
99,758	December

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC54
Albuquerque, NM 87199-7500
Attn: ~~Gas Supply~~Contract Administration

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

13. ~~**Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FV000-FT1EPNG, originally dated on January 1, 2016.

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FV000-FT1EPNG dated on January 1, 2016~~this Agreement~~, Shipper agrees ~~thenceforth for now and forever~~, 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 to Shipper, ~~and that~~ Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. ~~FT3FV000~~

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

NEW MEXICO GAS COMPANY, INC.

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

By _____
Name _____
President of Business Management

By _____
Will W. Brown
Vice

Title _____

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

day of _____, 2020. _____ day of _____
2020. Date _____ Date _____

Agreement No. FT3FV000-~~FT1EPNG~~

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
~~—(Transporter)~~
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: ~~January 1, 2016~~ June 16, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶9 ~~December 31, 2016~~ 11

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s)) PIN Name	Receipt DRN Code(s) PIN	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s)) PIN Name	Delivery DRN Code(s) PIN	Flow Path	Maximum Quantity = Meter D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	3408273 <u>00724</u>	IGCNMLSK	4084773 <u>01530</u>	NN3	28,300 <u>40,200</u>	40,200	40,200	23,000	10,000	10,000	10,000	10,000	10,000	23,000	40,200	40,200
BLANCO	216748 <u>2167483</u> <u>00714</u>	IGCNMLSK	408477 <u>2167683</u> <u>00870</u>	NN3	41,900	-	-	-	-	-	-	-	-	-	-	-
BLANCO	<u>2167483</u> <u>00714</u>	DGCNMSJX	<u>2646333</u> <u>0088</u>	NN3-AN1	12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966
BLANCO	<u>2167483</u> <u>00714</u>	DGCNMFAR	<u>2646333</u> <u>0088</u>	NN3-AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
KEYSTONE	2167603 <u>02132</u>	IRIOPUER	6307301 <u>797</u>	SN2	32,333	31,549	31,771	10,000						10,000	31,817	31,592
TRANSPORTATION CONTRACT DEMAND					100,499	99,715	99,937	54,705	22,284	22,284	22,284	22,284	22,284	54,705	99,983	99,758

~~Effective Dates: January 1, 2017~~ See ¶9

-	-	-	-	-	Maximum Quantity - Meter (Dth/d) 1/											
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Issued on: October 13, 2020

Effective on: January 1, 2021

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	340827	IGCNMLSK	498477	NN3	40,200	40,200	40,200	23,000	40,000	40,000	40,000	40,000	40,000	23,000	40,200	40,200
BLANCO	216748	DGCNMSJX	216758	NN3	12,066	12,066	12,066	8,005	5,884	5,884	5,884	5,884	5,884	8,005	12,066	12,066
BLANCO	216748	DGCNMFAR	25453	AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
KEYSTONE	216750	IRIOPUER	5307	SN2	32,333	31,540	31,771	40,000	-	-	-	-	-	40,000	31,817	31,502
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND					100,499	99,715	99,937	54,705	22,284	22,284	22,284	22,284	22,284	54,705	99,983	99,758

~~Shipper's Transportation Contract Demand- See Paragraph 14~~

Ex. A-1

Agreement No. FT3FV000-~~FT1EPNG~~

EXHIBIT A CONT'D
~~To The~~
~~Transportation Service Agreement~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and New Mexico Gas Company, Inc. (Shipper)~~
~~Dated: January 1, 2016~~

Effective Dates: See ¶11

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Delivery Point Code(s)PIN N	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DGCNMFAR	254533 30088	330088	DGCNMFAR CLOWS TAKE OFF													300	
DGCNMSJX	216758 300870	149623 14962	NORTH BELEN DEL PT.	3,129	3,129	3,129	2,638	1,650	1,649	1,649	1,649	1,649	2,638	3,129	3,129	300	
DGCNMSJX	300870 216758	320338	VIRGIL M JOHNSON	68	68	68	59	56	56	56	56	56	59	68	68	30	
DGCNMSJX	300870 216758	320397	BURNELL COMPANY	341	341	341	297	280	280	280	280	280	296	341	341	400	
DGCNMSJX	300870 216758	320596	WOMEN'S CORR FACILITY	512	512	512	445	420	420	420	420	420	444	512	512	100	
DGCNMSJX	300870 216758	330076	GRANTS	2,095	2,095	2,095	2,638	1,650	1,650	1,650	1,650	1,650	2,639	2,095	2,095	70	
DGCNMSJX	300870 216758	330219	MAIN LINE TAPS GRANTS	645	645	645	148	140	140	140	140	140	148	645	645		
DGCNMSJX	216758	30300	HOMESTAKE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJX	216758	30084	BELEN	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJX	300870 216758	331351	MAIN LINE TAPS BELEN	27	27	27	24	22	22	22	22	22	24	27	27		
DGCNMSJX	300870 216758	331924	MLT SOCORRO N M	20	20	20	18	17	17	17	17	17	18	20	20		
DGCNMSJX	300870 216758	331975	BELEN #2	6,129	6,129	6,129	2,638	1,649	1,650	1,650	1,650	1,650	2,639	6,129	6,129	280	
DGCNMLSK	108177 500230	14848	EPNG TO PNML LSK	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IRIOPUER	1797	305584	RIO PUERCO-EPNG TO GCNM													625	
TRANSPORTATION CONTRACT DEMAND				12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966	-	-
12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966	-	-				

Issued on: October 13, 2020

Effective on: January 1, 2021

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. FT3FV000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. ~~(Transporter)~~
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: ~~January 1, 2016~~ June 16, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See 119	(1 a)	(1 a)		

Ex. B-1

Agreement No. FT3FV000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Point Identification Number (PIN) Receipt DRN Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Point Identification Number (PIN) Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346 246822 246823 246824	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL ODOE	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 488645307 40042 26453 66427 426870 464060 408477 246766 246766 246767 246768 246769 246763 340440 476647 476648 476649 476624	See ¶119	(1ba)	(4a)		

				475640 775774 337996 475634 475637 TBD					
--	--	--	--	---	--	--	--	--	--

~~Ex. B-1~~

Agreement No. FT3FV000-FT1EPNG

~~Notes:
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016~~

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

~~1a- As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate that shall be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be \$0.0148 per Dekatherm for the New Mexico rate zone, \$0.0032 per Dekatherm for the Production Area rate zone, and \$0.0138 per Dekatherm for the Texas rate zone.~~

~~1b- As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated rate that shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$4.7298 per Dekatherm per Month.~~

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

~~3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as such rates may be changed from time to time, unless otherwise agreed to by the Parties.~~

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 \$5.5814 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's 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

Agreement No. FT3FW000-~~FT1EPNG~~

Firm Transportation Service Agreement
Rate Schedule FT-1

~~B~~etween

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

~~A~~and

NEW MEXICO GAS COMPANY, INC.

Dated: ~~January 1, 2016~~June 18, 2020

Agreement No. FT3FW000-~~FT1EPNG~~

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~January 1, 2016~~ June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used ~~in this Agreement~~ and not otherwise defined ~~in this Agreement elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same. ~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **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.
67. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the ~~GT&C General Terms and Conditions~~.
87. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
98. **Negotiated Rate Agreement:** Yes X No _____

Agreement No. FT3FW000-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
89.758	January - March
15.482	April
18.382	May - September
15.482	October

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

~~(a) (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.~~

~~Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000), Contract No. FT3FV000, Contract No. FT3FY000 and Contract No. FT3FX000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii)~~

~~Agreement No. FT3FW000~~

~~modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.~~

(b) Termination Date. This Agreement shall terminate ~~five (5) Years from the Effective Date~~ on October 31, 2028.

(c) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the ~~General Terms and Conditions~~ GT&C.

~~(d) Construction of Facilities. As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station ("Odoe Meter") is being installed and constructed on EPNG's Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station ("Pressure Facilities"). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the "Facilities Availability Date." The later of November 1, 2016 or the Facilities Availability Date shall be referred to in this Agreement as the "Service Date." Exhibits A and B to this Agreement incorporate the new Odoe Delivery Meter Station upon the Service Date. For clarity, neither the Facilities Availability Date nor the Service Date shall delay or in any way affect the Effective Date under this Agreement.~~

~~10. Effect on Prior Agreement(s):~~ When this Agreement becomes effective, it shall (supersede and cancel ~~or amend and restate~~) the following agreement(s) between the Parties: ~~N/A.~~

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

TCD	Time Period
(Dth/d)	
89,758	November - March
15,482	April
18,382	May - September
15,482	October

Agreement No. FT3FW000-FT1EPNG

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC54
Albuquerque, NM 87199-7500
Attn: Gas Supply Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

~~13. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

~~13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FW000-FT1EPNG, originally dated January 1, 2016.~~

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FW000-FT1EPNG originally dated January 1, 2016 as that term is defined in that agreement, Shipper agrees ~~for now and foreverthenceforth~~, 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 to Shipper, ~~and that~~, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

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

NEW MEXICO GAS COMPANY, INC.

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

By _____
Name _____
President of Business Management

By _____
Will W. Brown
Vice

Title _____

Accepted and agreed to this _____ Accepted and agreed to this _____
_____ day of _____, 2020. _____ day of _____, 2020.

| ~~Date~~_____ ~~Date~~_____

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 88.1 - New Mexico Gas #FT3FW000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FW000-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C. ~~(Transporter)~~
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: ~~January 1, 2016~~ June 18, 2020

Effective Dates: ~~The Effective Date as defined in Paragraph 9 through the earlier of i) the Day before the Service Date or ii) the end of the term of this Agreement~~

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity -- Meter (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	216748	DGCNMGAL	216756	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	216748	DGCNMSJT	216757	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	216748	IGLPGCNM	154059	NN3	15,000	15,000	15,000	-	-	-	-	-	-	-	15,000	15,000
KEYSTONE	216750	IKEYSTOR	337906	VA	-	-	-	-	10,000	10,000	10,000	10,000	10,000	-	-	-
BLANCO	216748	IGCNMKTZ	125879	NN3	55,000	55,000	55,000	-	-	-	-	-	-	-	55,000	55,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND					89,758	89,758	89,758	15,482	18,382	18,382	18,382	18,382	18,382	15,482	89,758	89,758

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Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 88.1 - New Mexico Gas #FT3FW000-FT1EPNG Exhibit A
Version 1.0.0

Shipper's Transportation Contract Demand: See ¶110
Effective Dates: See ¶111The Service Date through the remaining term of this Agreement

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Receipt DRN Code(s) PIN	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Delivery DRN Code(s) PIN	Flow Path	Maximum Quantity -- Meter D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	300714 216748	DGCNMGAL	2167563 00866	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	300714 216748	DGCNMSJT	2167573 00869	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	300714 216748	IGLPGCNM	3039624 54059	NN3	15,000	15,000	15,000								15,000	15,000
KEYSTONE	216750 302132	IKEYSTOR	3379063 01595	VA					10,000	10,000	10,000	10,000	10,000			
BLANCO	300714 216748	IGCNMKTZ	1258793 14193	NN3	35,000	35,000	35,000								35,000	35,000
BLANCO	300714 216748	DODOEDEL 090E	48864TB 0	NN3	20,000	20,000	20,000								20,000	20,000
TRANSPORTATION CONTRACT DEMAND					89,758	89,758	89,758	15,482	18,382	18,382	18,382	18,382	18,382	15,482	89,758	89,758

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Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 88.1 - New Mexico Gas #FT3FW000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FW000-FT1EPNG

EXHIBIT A, CONT'D
To The
Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and **NEW MEXICO GAS COMPANY, INC.** (Shipper)
Dated: January 1, 2016

Effective Dates: The Effective Date as defined in Paragraph 9 through the earlier of i) the Day before the Service Date or ii) the end of the term of this Agreement

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
					January	February	March	April	May	June	July	August	September	October	November	December		
DGCNMGAL	216756	20339	14599	THOREAU	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMGAL	216756	20517	14575	FT-WINGATE ARMY DEPOT	989	989	989	865	554	554	554	554	554	865	989	989	200	-
DGCNMGAL	216756	30087	14589	GALLUP CITY GATE 1	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	400	-
DGCNMGAL	216756	30218	14582	MAIN LINE TAPS GALLUP	99	99	99	79	50	50	50	50	50	79	99	99	-	-
DGCNMGAL	216756	30570	14573	FT-WINGATE INDIAN SCHOOL	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439	-	-
DGCNMGAL	216756	31553	14579	GALLUP CITY GATE 2	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	-
DGCNMSJT	216757	20219	14634	FRUITLAND KIRTLAND	938	938	938	939	666	666	666	666	666	938	938	938	400	-
DGCNMSJT	216757	20473	14627	CARIBOU FOUR CORNER OIL	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	-
DGCNMSJT	216757	30557	475250	FARMINGTON TAPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	30579	475249	FARMINGTON TAPS JAN 10	31	31	31	23	17	17	17	17	17	31	31	31	-	-
DGCNMSJT	216757	31341	125881	MAIN LINE TAPS AZTEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	31342	125880	MAIN LINE TAPS AZTEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	31698	475678	AZTEC MLT-NPC SYSTEM	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	34801	222012	30th ST FARMINGTON	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294	-	-
IGCNMKTZ	125879	14193	125879	KUTZ DELIVERY	-	-	-	-	-	-	-	-	-	-	-	-	600	-
IGLPGCNM	154059	03962	154059	Gallup meter sta GCNM NM	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IKEYSTOR	337906	14559	475484	El Paso to Unocal Keystone BIDIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACT METER QUANTITY (CMQ(s))					19,758	19,758	19,758	15,482	8,382	8,382	8,382	8,382	8,382	15,482	19,758	19,758	-	-

Ex. A-2

Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 88.1 - New Mexico Gas #FT3FW000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FW000

EXHIBIT A
To The
~~Transportation Service Agreement~~
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

Effective Dates: See 111 The Service Date through the remaining term of this Agreement

Primary Delivery PIN Namepoint(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s) PIN	Meter No.	Meter DRN Code(s) Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DGCNMGAL	216756	20339	THOREAU 14599	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMGAL	216756	320517	FT WINGATE ARMY DEPOT 14575	989	989	989	865	554	554	554	554	554	865	989	989	200	
DGCNMGAL	216756	330087	GALLUP CITY GATE 1 14589	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	100	
DGCNMGAL	300866	330218	NMGASCO/EPNG MAIN LINETAPS 14582	99	99	99	79	50	50	50	50	50	79	99	99		
DGCNMGAL	216756	330570	FT WINGATE INDIAN SCHOOL 14573	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439		
DGCNMGAL	216756	331553	GALLUP CITY GATE 2 14579	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	
DGCNMSJT	216757	320219	FRUITLAND KIRTLAND 14634	938	938	938	939	666	666	666	666	666	938	938	938	100	
DGCNMSJT	216757	320473	CARIBOU-FOUR CORNER OIL 14627	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	
DGCNMSJT	216757	30557	FARMINGTON TAPS 475250	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	330579	FARMINGTON TAPS JAN 10 475249	31	31	31	23	17	17	17	17	17	31	31	31		
DGCNMSJT	216757	31341	MAIN LINE TAPS AZTEC 125881	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	31342	MAIN LINE TAPS AZTEC 125880	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	31698	AZTEC MLT-NPC SYSTEM 475678	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DGCNMSJT	216757	334801	30th ST FARMINGTON 222012	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294		
IGCNMKTZ	216757	314192	KUTZ DELIVERY 125879													600	

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Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 88.1 - New Mexico Gas #FT3FW000-FT1EPNG Exhibit A
Version 1.0.0

IGLP GCNM	154059	03962	454059 Gallup meter sta GCNM NM	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IKEYSTOR	337906	14559	475484 El Paso to Unocal Keystone BIDIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DODOEDELDD DE	48864 TBD	TBD4886 4	TBD DDOE DELIVERY													750	
CONTRACT METER QUANTITY (CMQ(s))				19,758	19,758	19,758	15,482	8,382	8,382	8,382	8,382	8,382	15,482	19,758	19,758		

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

Ex. A-13

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FW000-FT1EPNG

EXHIBIT B

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: ~~January 1, 2016~~ June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶9	(1a b)	(1a)		

Ex. B-1

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s) Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Point Identification Number (PIN) Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	246822302347 246823302344 246824302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 <u>DODOEDEL</u> <u>ODOE</u>	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 488645307 40042 25453 55427 425879 454059 498177	See ¶ <u>911</u>	(1 ba)	(1 a)		

				216755					
				216756					
				216757					
				216758					
				216759					
				216763					
				310410					
				475617					
				475618					
				475619					
				475624					
				475640					
				775771					
				337906					
				475631					
				475637					
				TBD					

Ex. B-1

Agreement No. FT3FW000-FT1EPNG

~~EXHIBIT B~~
~~To The~~
~~Transportation Service Agreement~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and New Mexico Gas Company, Inc. (Shipper)~~
~~Dated: January 1, 2016~~

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.; as such rates may be changed from time to time.~~

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper the parties agree to the following negotiated rate(s) of \$2.7872 per the usage. The negotiated usage rate shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be \$0.0148 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff, for the New Mexico rate zone, \$0.0032 per Dekatherm for the Production Area rate zone and \$0.0138 per Dekatherm for the Texas rate zone.~~

~~1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$3.3823 per Dekatherm per Month.~~

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

3/ Surcharges, if applicable: Unless otherwise specified, All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates,

~~as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

ACA:

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

Ex. B-2

Agreement No. FT3FX000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

~~b~~Between

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

~~A~~and

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: ~~January 1, 2016~~ June 22, 2020

Agreement No. FT3FX000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~January 1, 2016~~ June 22, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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 ~~and not defined elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. **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.
76. **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 ~~General Terms and Conditions~~ GT&C.
78. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
98. **Negotiated Rate Agreement:** Yes X No _____

Agreement No. FT3FX000-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>Primary Term (Table A of Exhibit A)</u>	
24,227	November - March
14,004	April
9,906	May - September
14,004	October
<u>Primary Term Subject to Partial Evergreen Clause</u> <u>(Table B of Exhibit A)</u>	
21,450	November - March
10,614	April
10,185	May - September
10,614	October

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

~~(a) (a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.~~
~~Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000), Contract No. FT3FV000, Contract No. FT3FW000 and Contract No. FT3FY000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or~~

~~condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii)~~

~~Agreement No. FT3FX000~~

~~modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.~~

- (b) Primary Term. The ~~P~~primary ~~T~~t-term of this Agreement shall ~~end five (5) years from the Effective Date and this five-year period shall constitute the "Primary Term" of this Agreement~~begin on the Effective Date and end on October 31, 2028.

Agreement No. FT3FX000-FT1EPNG

- (c) Partial Evergreen. After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement ("Table B Capacity") from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the "Partial Evergreen Clause." For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement ("Table A Capacity") and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 119(c).
- (d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the General Terms and Conditions ~~GT&C~~ if the Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after the Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 119(c), Partial Evergreen Clause, of this Agreement.
- ~~(e) Construction of Facilities. As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoo Delivery Meter Station ("Odoo Meter") is being installed and constructed on EPNG's Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoo Delivery Meter Station ("Pressure Facilities"). The date that the Odoo Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoo Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the "Facilities Availability Date." The Odoo Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.~~

Agreement No. FT3FX000

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties:~~

~~— Agreement No. FT27L000 originally dated August 6, 2007 as last amended and restated by agreement dated November 1, 2011, and~~

~~— Agreement No. FT27N000 originally dated August 6, 2007 as last amended and restated by agreement dated August 1, 2008.~~

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

TCD	Time Period
(Dth/d)	

~~— **Primary Term (Table A)**~~

24,227	November - March
-------------------	-----------------------------

14,004	April
-------------------	------------------

9,906	May - September
------------------	----------------------------

14,004	October
-------------------	--------------------

~~— **Primary Term Subject to Partial Evergreen Clause (Table B)**~~

24,450	November - March
-------------------	-----------------------------

10,614	April
-------------------	------------------

10,185	May - September
-------------------	----------------------------

10,614	October
-------------------	--------------------

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC54
Albuquerque, NM 87199-7500
Attn: ~~Gas Supply~~Contract Administration

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

13. ~~**Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FX000-FT1EPNG, originally dated January 1, 2016.~~

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. 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.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FX000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, ~~this Agreement~~, Shipper agreed ~~thenceforths for now and forever~~, 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 to Shipper ~~and that-~~ Article XI and any and all rights and obligations under Article XI, including without

limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. FT3FX000-FT1EPNG

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

NEW MEXICO GAS COMPANY, INC.

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

By _____

By _____

Name _____
President of Business Management

Will W. Brown
_____- Vice

Title _____

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

_____ day of _____, 2020. _____ day of _____, 2020.

Date _____ Date _____

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C. (Transporter)
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: January 1, 2016 June 22, 2020

(Table A)

Effective Dates: Primary Term (See ¶119)
(Table A)

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))PIN Name	Receipt DRN Code(s) PIN	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))PIN Name	Delivery DRN Code(s)PI N	Flow Path	Maximum Quantity — Meter-D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEYSTONE	2467503 02132	DGCNMALA	40042334 503	SS1	15,392	15,392	15,392	7,700	5,800	5,800	5,800	5,800	5,800	7,700	15,392	15,392
KEYSTONE	3021322 46750	DPNM HRE	47564833 0052	SS1	2,617	2,617	2,617	1,554	862	862	862	862	862	1,554	2,617	2,617
KEYSTONE	3021322 46750	DGCNMTOC	47562433 1378	SS1	5,226	5,226	5,226	4,141	2,874	2,874	2,874	2,874	2,874	4,141	5,226	5,226
KEYSTONE	3021322 46750	DGCNMAT1	47564043 00857	SS1	992	992	992	609	370	370	370	370	370	609	992	992

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(Table B)

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶119)
(Table B)

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))PIN Name	Receipt DRN Code(s) PIN	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))PIN Name	Delivery DRN Code(s)PI N	Flow Path	Maximum Quantity — Meter-D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December

Issued on: October 13, 2020

Effective on: January 1, 2021

KEYSTONE	3021322 46750	DPNM HUR	34041030 0990	SS1	7,101	7,101	7,101	3,312	1,746	1,746	1,746	1,746	1,746	3,312	7,101	7,101
KEYSTONE	3021322 46750	DGCNMEP1	47561733 1976	SS1	4,856	4,856	4,856	1,513	1,000	1,000	1,000	1,000	1,000	1,513	4,856	
KEYSTONE	3021322 46750	DPNM TYR	47561932 0490	SS1	239	239	239	136	136	136	136	136	136	136	239	239
BLANCO	2167483 00714	DPNMTATU	21676330 0992	NN3	130	130	130	130	130	130	130	130	130	130	130	130
KEYSTONE	3021322 46750	DGCNMAFT	21675530 0854	SS1	1,700	1,700	1,700	1,473	1,298	1,298	1,298	1,298	1,298	1,473	1,700	
KEYSTONE	3021322 46750	DGCNMELP	21675930 0862	SS1	1,055	1,098	1,278	705	824	824	824	824	948	802	1,374	1,268
KEYSTONE	3021322 46750	DGCNMDUG	55127300 861	SS1	3,125	3,125	3,125	1,803	2,500	2,500	2,500	2,500	2,500	1,803	3,125	3,125
KEYSTONE	3021322 46750	DSTERESA	77577131 4955	SS1	3,244	3,201	3,021	1,542	2,551	2,551	2,551	2,551	2,427	1,445	2,925	3,031

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TRANSPORTATION CONTRACT DEMAND (See ¶104)	45,677	45,677	45,677	24,618	20,091	20,091	20,091	20,091	20,091	20,091	24,618	45,677	45,677
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Ex. A-1

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D
~~To The~~
~~Transportation Service Agreement~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and New Mexico Gas Company, Inc. (Shipper)~~
~~Dated: January 1, 2016~~

Effective Dates: Primary Term (See ¶119)
(For Table A)

Primary Delivery Point(s) Location(s) (Scheduling Code(s))PIN Name	Delivery DRN Code(s)PIN	Meter No.	Meter DRN Code(s) Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DGCNMLA	100423 34503	334503	ALAMOGORDO CITY GATE													600	
DGCNMT1	475640 300857	320080	ANTHONY N M	496	496	496	305	185	185	185	185	185	305	496	496	100	
DSTERESAD GCNMT1	314955 475640	279523 14955	JAMES F COLEDSTERESA													500	
DGCNMT1	300857 475640	331414	MLT ANTHONY	496	496	496	304	185	185	185	185	185	304	496	496		
DGCNMTOC	475624 331378	331378	TRUTH OR CONSEQUENCES													600	
DPNM HRE	475618 330052	330052	BAYARD TAKE OFF NM													165	

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Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

Ex. A-2

Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D
~~To The~~
~~Transportation Service Agreement~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and New Mexico Gas Company, Inc. (Shipper)~~
~~Dated: January 1, 2016~~

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶119)
(For Table B)

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Delivery Code(s)PIN	Meter No.	Meter DRN Code(s) Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DGCNMAFT	246755 <u>300854</u>	320289	LEWIS FLATS NM 14550	296	296	402	257	226	226	226	226	226	257	296	296	50	
DGCNMAFT	246755 <u>300854</u>	320292	RIO MIMBRES N M 14552	543	543	502	472	415	415	415	415	415	472	543	543	90	
DGCNMAFT	246755 <u>300854</u>	320343	PYRAMID FARMING NM 43663	198	198	183	171	151	151	151	151	151	171	198	198	60	
DGCNMAFT	246755 <u>300854</u>	320377	GOAR-PYRAMID 2 NM 14441	198	198	183	171	151	151	151	151	151	171	198	198	20	
DGCNMAFT	246755 <u>300854</u>	320466	CULBERSON VALLEY 14447	198	198	183	171	151	151	151	151	151	171	198	198	40	
DGCNMAFT	246755 <u>300854</u>	320530	ROAD FORKS 14444	267	267	247	231	204	204	204	204	204	231	267	267	15	
DGCNMDUG	55427 <u>300861</u>	320051	Rodeo 1 NM 14435	49	71	37	23	24	23	16	16	14	10	15	38	35	
DGCNMDUG	55427 <u>300861</u>	320247	Animas NM 14432	424	354	302	130	189	186	163	166	181	34	76	461	55	
DGCNMDUG	55427 <u>300861</u>	320285	Red Mountain 14557	99	142	37	23	24	23	25	24	28	19	38	77	45	
DGCNMDUG	55427 <u>300861</u>	320288	Deming Farm Area 14558	1,104	919	1,430	878	1,225	1,208	1,276	1,234	1,082	756	1,193	1,197	150	
DGCNMDUG	55427 <u>300861</u>	320363	Richards, I. B. 14437	99	142	46	23	24	23	16	24	28	19	23	77	20	
DGCNMDUG	55427 <u>300861</u>	320366	Alba, Rosalio 14436	7	6	9	6	8	8	8	24	7	5	8	8	10	
DGCNMDUG	55427 <u>300861</u>	320420	Deming Gin Tap 14556	170	248	82	23	39	46	8	47	49	29	53	131	40	
DGCNMDUG	55427 <u>300861</u>	20494	14433 Antelope Pass	-	-	-	-	-	-	-	-	-	-	-	-		
DGCNMDUG	55427 <u>300861</u>	330159	Animas Farm District 14434	707	590	916	562	786	774	817	791	694	485	764	767	100	

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Issued on: October 13, 2020

Effective on: January 1, 2021

El Paso Natural Gas Company, L.L.C.
FERC Gas Tariff
Third Revised Volume No. 1A

Part VII: Non-Conforming
Section 89.1 - New Mexico Gas #FT3FX000-FT1EPNG Exhibit A
Version 1.0.0

DGCN	MDUG	300861 66427	331409	Mainline Taps MLT- Deming 151582	417	612	202	96	126	155	114	119	368	412	902	315		
DGCN	MDUG	300861 66427	331410	Mainline Taps 273753	49	41	64	39	55	54	57	55	49	34	53	54		
DGCN	MELP	216759 300862	320301	McGregor Range 22030	600	624	727	441	580	580	580	580	551	422	710	655	25	
DGCN	MELP	300862 216759	320320	Berino NM 125853	208	217	252	132	174	174	174	174	331	253	372	343	80	
DGCN	MELP	216759 20395	475230	ENCHANTED HILLS N-M 475229	-	-	-	-	-	-	-	-	-	-	-	-		
DGCN	MELP	300862 216759	320600	Bejarano Tap Order 22038	247	257	299	132	70	70	70	70	66	127	292	270		
DGCN	MEP1	475617 331976	331976	SUNLAND PARK 14429													200	
DPNM	HUR	300990 310410	320402	Reese Mining & MFG Co 14423	85	85	85	33	32	32	32	32	32	33	85	85	20	
DPNM	HUR	300990 475619	330054	Silver City New Mexico 14430	7,016	7,016	7,016	3,279	1,714	1,714	1,714	1,714	1,714	3,279	7,016	7,016	125	
DPNM	TYR	320490	320490	Tyrone Subdivision NM													60	
DPNM	TATU	216763 20192	14535	TATUM	-	-	-	-	-	-	-	-	-	-	-	-	30	-
DPNM	TATU	216763 30215	14534	ML-TAPS TATUM	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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CONTRACT METER QUANTITY (CMQ(s))	13,973	14,016	14,196	7,902	6,738	6,738	6,738	6,738	6,862	7,999	14,292	14,186		
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- 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, ~~El Paso~~Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-43

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. ~~(Transporter)~~
and
New Mexico Gas Company, Inc.
(Shipper)
Dated: ~~January 1, 2016~~ June 22, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶ <u>119</u>	(1 ab)	(1a)		

Ex. B-1

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s) Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s) Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346216822 216823 216824	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 <u>DODOEDEL</u> <u>ODOE</u>	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 488645307 40042 25453 55427 425879 454059	See ¶9	(1a)	(1a)		

				198177					
				216755					
				216756					
				216757					
				216758					
				216759					
				216763					
				310410					
				475617					
				475618					
				475619					
				475624					
				475640					
				775771					
				337906					
				475631					
				475637					
				TBD					

Ex. B-~~24~~

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

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, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$7.6632 per Dekatherm per Month during calendar year 2021, \$7.6967 per Dekatherm per Month during calendar year 2022, \$7.7306 per Dekatherm per Month during calendar year 2023, \$7.7648 per Dekatherm per Month during calendar year 2024, \$7.7993 per Dekatherm per Month during calendar year 2025, \$7.8342 per Dekatherm per Month during calendar year 2026, \$7.8694 per Dekatherm per Month during calendar year 2027, and \$7.9050 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the Partial Evergreen Clause in Paragraph 11(c) of the Agreement for the Table B Capacity to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$7.5746 per Dekatherm per Month for November and December 2028, and thereafter on January 1 of each Year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$7.6503 per Dekatherm per Month which is the product of \$7.574612 multiplied by 1.01 (which is \$7.650358) rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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.

~~EXHIBIT B~~
~~To The~~
~~Transportation Service Agreement~~
~~between~~
~~El Paso Natural Gas Company, L.L.C. (Transporter)~~
~~and New Mexico Gas Company, Inc. (Shipper)~~
~~Dated: January 1, 2016~~

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

~~1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be \$0.0148 per Dekatherm for the New Mexico rate zone, \$0.0032 per Dekatherm for the Production Area rate zone and \$0.0138 per Dekatherm for the Texas rate zone.~~

~~1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$8.1063 per Dekatherm per Month during calendar year 2016, \$8.1382 per Dekatherm per Month during calendar year 2017, \$8.1704 per Dekatherm per Month during calendar year 2018, \$8.2029 per Dekatherm per Month during calendar year 2019, and \$8.2358 per Dekatherm per Month during calendar year 2020. If the Primary Term as defined by Paragraph 9 of this Agreement has not ended prior to calendar year 2021, the negotiated rate through the end of the Primary Term in 2021 shall be \$8.2690 per Dekatherm per Month. If Shipper has not terminated this Agreement at the end of the Primary Term pursuant to the Partial Evergreen Clause in Paragraph 9(c) of the Agreement for the Table B Capacity, the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$7.0650 per Dekatherm per Month for 2021 and thereafter on January 1 of each Year be the previous calendar year's Escalated Rate escalated by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2022 for calendar year 2022, the Escalated Rate shall be \$7.1357 per Dekatherm per Month which is the product of \$7.0650 multiplied by 1.01 (which is \$7.13565) and rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

Ex. B-32

Agreement No. FT3FY000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

~~B~~etween

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

~~a~~And

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: ~~January 1, 2016~~June 18, 2020

Agreement No. FT3FY000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~January 1, 2016~~ June 18, 2020

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:** NEW MEXICO GAS COMPANY, INC.
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 ~~and not defined elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same. ~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **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.
76. **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 ~~General Terms and Conditions~~ GT&C.
78. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
98. **Negotiated Rate Agreement:** Yes X No _____

Agreement No. FT3FY000-FT1EPNG

10. Transportation Contract Demand ("TCD"):

TCD
(Dth/d) Time Period

551 November - March

140 April - October

911. Term of Agreement:

(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

~~(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000), Contract No. FT3FV000, Contract No. FT3FW000 and Contract No. FT3FX000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first Day of the Month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii)~~

~~Agreement No. FT3FY000~~

~~modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and the Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the agreements comprising the Contract Package.~~

~~(b) Primary Term. The Pprimary TTerm of this Agreement shall begin on the Effective Date and end on October 31, 2028. end five (5) Years from the Effective Date and this five-Year period shall constitute the "Primary Term" of this Agreement.~~

~~(b)(c) Unilateral Evergreen. After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.~~

~~(e)(d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and ConditionsGT&C.~~

~~(d) Construction of Facilities. As discussed in the Letter Agreement, a new interconnect facility referred to as the Odoe Delivery Meter Station ("Odoe Meter") is being installed and constructed on EPNG's Line No. 1212 in San Juan County, New Mexico and facilities are also being constructed and installed to maintain a minimum delivery pressure of 750 pounds per square inch gauge at the Odoe Delivery Meter Station ("Pressure Facilities"). The date that the Odoe Meter and Pressure Facilities have received all necessary approvals, permissions, permits or authorizations to construct, own, operate and be placed in service, and the Odoe Meter and Pressure Facilities have been completed and are physically ready and able to provide service, is referred to in this Agreement as the "Facilities Availability Date." The Odoe Meter is listed as an Alternate Delivery Point in Exhibit B and shall be available under this Agreement the later of November 1, 2016 or the Facilities Availability Date. For clarity, the Facilities Availability Date shall not delay or in any way affect the Effective Date under this Agreement.~~

~~10. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall (supersede and cancel or amend and restate) the following agreement(s) between the Parties: N/A.~~

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

TCD	Time Period
(Dth/d)	
551	November — March
140	April — October

Agreement No. FT3FY000-FT1EPNG

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

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC54
Albuquerque, NM 87199-7500
Attn: Gas Supply Contract Administration

To Transporter: See “Points of Contact” in the Tariff.

13. **Effect on Prior Agreement(s):** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3FY000-FT1EPNG, originally dated January 1, 2016. ~~Changes in Rates and Terms:~~ Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. 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.)

15. Upon the Effective Date of Transporter’s Agreement No. FT3FY000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement~~this Agreement~~, Shipper agreed ~~thenceforth for now and forever,~~ 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 to Shipper and that- Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

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

NEW MEXICO GAS COMPANY, INC.

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

By _____
Name _____
President of Business Management

By _____
Will W. Brown Vice

Title _____

Accepted and agreed to this

Accepted and agreed to this

5 6
____ day of _____, 2020.

7 8
____ day of _____, 2020.

Date _____ Date _____

Agreement No. FT3FY000-FT1EPNG

EXHIBIT A

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: ~~January 1, 2016~~ June 18, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶~~119~~

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s)) PIN Name	Receipt DRN Code(s) PIN	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s)) PIN Name	Delivery DRN Code(s) PIN	Flow Path	Maximum Quantity - Meter-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	21675030 <u>2132</u>	DWGI EP1	4756313 <u>30796</u>	SS1	400	400	400	100	100	100	100	100	100	100	400	400	265	
KEYSTONE	21675030 <u>2132</u>	DWGI AT2	4756313 <u>20491</u>	SS1	151	151	151	40	40	40	40	40	40	40	151	151	35	
TRANSPORTATION CONTRACT DEMAND					551	551	551	140	140	140	140	140	140	140	551	551		

Notes:

~~Shipper's Transportation Contract Demand: See Paragraph 11~~

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, ~~El Paso Transporter~~ reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Issued on: October 13, 2020

Effective on: January 1, 2021

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: ~~January 1, 2016~~ June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶ 119	(1 b a)	(1 a)		

Ex. A-1

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))		Receipt DRN Code(s) Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Point Identification Number (PIN) Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML	SJN		IRIOPUER	<u>301797</u>	See ¶ <u>119</u>	(1 <u>a</u> b)	<u>(1a)</u>		
			DGCNMALA	<u>334503</u>					
			DGCNMFAR	<u>330088</u>					
			DGCNMDUG	<u>300861</u>					
			IGCNMKTZ	<u>314193</u>					
			IGLPGCNM	<u>303962</u>					
			IGCNMLSK	<u>301530</u>					
			DGCNMAFT	<u>300854</u>					
			DGCNMGAL	<u>300866</u>					
			DGCNMSJT	<u>300869</u>					
			DGCNMSJX	<u>300870</u>					
			DGCNMELP	<u>300862</u>					
			DPNMTATU	<u>300992</u>					
			DPNM HUR	<u>300990</u>					
			DGCNMEP1	<u>331976</u>					
			DPNM HRE	<u>330052</u>					
			DPNM TYR	<u>320490</u>					
			DGCNMTOC	<u>331378</u>					
			DGCNMAT1	<u>300857</u>					
			DSTERESA	<u>314955</u>					
			IKEYSTOR	<u>301595</u>					
			DWGI EP1	<u>330796</u>					
			DWGI AT2	<u>320491</u>					
			<u>DODOEDELDOE</u>	<u>488645307</u>					
				<u>40042</u>					
				<u>25453</u>					
				<u>55127</u>					
				<u>125879</u>					
				<u>454059</u>					

			198177 216755 216756 216757 216758 216759 216763 310410 475647 475648 475649 475624 475640 775771 337906 475631 475637 TBD					
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Ex. B-~~24~~

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D
EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and New Mexico Gas Company, Inc. (Shipper)
Dated: January 1, 2016

~~4/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.~~

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for the corresponding rate zone (i.e., New Mexico, Production Area or Texas) as set forth in Transporter's Tariff. The negotiated usage rate shall be \$0.0148 per Dekatherm for the New Mexico rate zone, \$0.0032 per Dekatherm for the Production Area rate zone and \$0.0138 per Dekatherm for the Texas rate zone.~~

~~1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$5.8248 per Dekatherm per Month during calendar year 2016, \$5.8830 per Dekatherm per Month during calendar year 2017, \$5.9418 per Dekatherm per Month during calendar year 2018, \$6.0012 per Dekatherm per Month during calendar year 2019, and \$6.0612 per Dekatherm per Month during calendar year 2020. If Shipper has not terminated this Agreement at the end of the Primary Term pursuant to the evergreen clause in Paragraph 9(c) of this Agreement before January 1, 2021, the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$6.1248 per Dekatherm per Month for 2021 and thereafter on January 1 of each year be the previous calendar year's Escalated Rate escalated by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, for calendar year 2022, the Escalated Rate shall be \$6.1830 per Dekatherm per Month which is the product of \$6.1248 multiplied by 1.01 (which is \$6.183018) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

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, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$6.1219 per Dekatherm per Month during calendar year 2021, \$6.1831 per Dekatherm per Month during calendar year 2022, \$6.2450 per Dekatherm per Month during calendar year 2023, \$6.3074 per Dekatherm per Month during calendar year 2024, \$6.3705 per Dekatherm per Month during calendar year 2025, \$6.4342 per Dekatherm per Month during calendar year 2026, \$6.4985 per Dekatherm per Month during calendar year 2027, and \$6.5635 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the evergreen clause in Paragraph 11(c) of this Agreement to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be \$6.5635 per Dekatherm per Month for November 2028 and December 2028 and thereafter on January 1 of each year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be \$6.6292 per Dekatherm per Month which is the product of \$6.563521 multiplied by 1.01 (which is \$6.629156) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's 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-~~32~~