



September 27, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

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

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A.

Proposed with an effective date of November 1, 2022, these tariff records reflect four new transportation service agreements ("TSAs") executed with Public Service Company of New Mexico ("PNM") in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") as non-conforming, negotiated rate agreements (referred to herein as the "PNM TSAs").

### **Reason for Filing**

On May 29, 2015, EPNG submitted a filing with multiple agreements between itself and PNM for the Commission's review and acceptance ("May Filing"). Among those agreements were four firm non-conforming, negotiated rate TSAs referred to at that time as Agreement Nos. FT3ET000, FT3EU000, H222W000, and H222X000.<sup>1</sup> The term of the TSAs began on July 1, 2015 and will continue until October 31, 2022. On June 2, 2015, the Commission issued a letter order accepting the May Filing.<sup>2</sup>

Recently, EPNG and PNM agreed to extend the capacity from the individual agreements under new TSAs for twenty-five years to begin on

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<sup>1</sup> Those agreements are currently designated as Agreement Nos. FT3ET000-FT1EPNG, FT3EU000-FT1EPNG, H222W000-FH12EPNG, and H222X000-FH12EPNG. Additionally, the May Filing included a letter agreement between the parties addressing (among other things) the inapplicability to PNM of Article XI of a previous settlement of EPNG's rate case in Docket No. RP95-363.

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP15-1017-000 (June 23, 2015) (unpublished letter order).

November 1, 2022 and extend through October 31, 2047.<sup>3</sup> The PNM TSAs reflect fixed, negotiated reservation rates and a non-conforming rate provision.

In accordance with Section 154.112(b) of the Commission's regulations<sup>4</sup> and the Commission's policy statement regarding negotiated rates,<sup>5</sup> EPNG is submitting the PNM TSAs for the Commission's review and acceptance. As described below, the PNM TSAs contain a non-conforming provision that is not included in EPNG's Rate Schedule FT-1 or FT-H Form of Service Agreements ("Pro Formas"). Accordingly, EPNG is proposing to update its Tariff to include the PNM TSAs.

### **Description of the Agreement**

As described in more detail below, the PNM TSAs are subject to negotiated rates and contain a non-conforming rate provision.

#### *Negotiated Rates*

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and PNM agreed to negotiated reservation rates for the PNM TSAs submitted herewith. Consequently, Agreement Nos. 617905-FT1EPNG and 617906-FT1EPNG reflect a fixed negotiated reservation rate of \$12.1667 per dekatherm ("Dth") per month for the first fifteen years of the term and the maximum tariff rate for the last ten years of the term. Similarly, Agreement Nos. 617907-FH12EPNG and 617908-FH12EPNG reflect a fixed negotiated reservation rate of \$13.6875 per Dth per month for the first fifteen years of the term and the maximum tariff rate for the last ten years of the term.

#### *Rate Applicable to Point Redesignation*

Section 8.1(f)(iii) of the GT&C currently provides firm shippers the right to request a temporary or permanent redesignation of primary point rights to any rate zone subject to certain requirements. EPNG will grant such requests on a first-come/first-served basis if firm capacity is available to and at the requested point(s), the change will not harm other firm shippers, and the change is operationally feasible. Section 8.1(g) of the GT&C governs the rate application

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<sup>3</sup> Consistent with the letter agreement submitted with the May Filing, Article XI of the Docket No. RP95-363 settlement is not applicable to the PNM TSAs submitted herein.

<sup>4</sup> 18 C.F.R. §§ 154.112(b) (2020).

<sup>5</sup> *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

for redesignated points including to different zones (i.e., same zone, upstream zone, or downstream zone), unless the parties agree to an otherwise applicable rate.

The PNM TSAs contain language in Exhibit B, Note 1a, stating that the underlying negotiated reservation rate will apply to any EPNG point, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or those requiring Third Party Charges pursuant to Section 4.9 of the GT&C, that is redesignated as a primary point.<sup>6</sup> Although this language is non-conforming, the parties have agreed to apply the same negotiated rate to the specified points in the event of a point redesignation. As shown on Exhibit B of each TSA, this rate application will be in effect for the first fifteen years of the term. EPNG respectfully requests the Commission accept this non-conforming rate provision in each agreement.<sup>7</sup>

### **Tariff Records**

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

Part I, Section 1 – Table of Contents lists the PNM TSAs as non-conforming negotiated rate agreements and removes the references to the former TSAs beginning November 1, 2022. The index page for Part VII reflects the same updates.

Part VII, Sections 82.0 – 85.2 are updated to include the new PNM TSAs and to remove the former agreements.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>9</sup> 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;

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<sup>6</sup> Any redesignation request made by PNM must be made in accordance with the requirements of Section 8.1(f)(iii) of the GT&C in EPNG's Tariff.

<sup>7</sup> This provision is similar to other rate provisions previously reviewed and accepted by the Commission. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP21-1107-000 (Oct. 12, 2021) (unpublished letter order) and *El Paso Natural Gas Co.*, Docket No. RP18-1137-000 (Oct. 4, 2018) (unpublished letter order).

<sup>8</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

<sup>9</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

- c) Appendix B, marked copies of the PNM TSAs against the relevant pro forma agreement;
- d) Appendix C, executed copies of the PNM TSAs; and
- e) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective November 1, 2022, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

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

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

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

Respectfully submitted,

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

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Francisco Tarin  
Director, Regulatory

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 27<sup>th</sup> day of September 2022.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents Version 79.0.0

Part VII: Non-Conforming Agreements (index)

Version 78.0.0

Section 82.0	Public Service Co. of New Mexico #617905-FT1EPNG	Version 1.0.0
Section 82.1	Public Service Co. of NM #617905-FT1EPNG Exh A	Version 1.0.0
Section 82.2	Public Service Co. of NM #617905-FT1EPNG Exh B	Version 1.0.0
Section 83.0	Public Service Co. of New Mexico #617906-FT1EPNG	Version 1.0.0
Section 83.1	Public Service Co. of NM #617906-FT1EPNG Exh A	Version 1.0.0
Section 83.2	Public Service Co. of NM #617906-FT1EPNG Exh B	Version 1.0.0
Section 84.0	Public Service Co. of New Mexico #617907-FH12EPNG	Version 1.0.0
Section 84.1	Public Service Co. of NM #617907-FH12EPNG Exh A	Version 1.0.0
Section 84.2	Public Service Co. of NM #617907-FH12EPNG Exh B	Version 1.0.0
Section 85.0	Public Service Co. of New Mexico #617908-FH12EPNG	Version 1.0.0
Section 85.1	Public Service Co. of NM #617908-FH12EPNG Exh A	Version 1.0.0
Section 85.2	Public Service Co. of NM #617908-FH12EPNG Exh 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

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022



**Transportation Service Agreement**  
Rate Schedule FT-1

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
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
24,000	November 1, 2022 - October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.)

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

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\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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/
BLANCO	300714	IAFTONPP	314550	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
TRANSPORTATION CONTRACT DEMAND					24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		

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  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
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**EXHIBIT B**  
(Cont.)

## Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

## ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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And

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(Shipper)

Dated: August 18, 2022

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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.
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13. **Effect on Prior Agreement(s):** N/A.

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.)

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

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\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

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\_\_\_\_\_ day of \_\_\_\_\_, 2022.



**EXHIBIT A**  
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 Firm Transportation Service Agreement  
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between  
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BLANCO	300714	IAFTONPP	314550	CC1	1,700													
BLANCO	300714	IAFTONPP	314550	NS3	10,300	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>		

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  
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**EL PASO NATURAL GAS COMPANY, L.L.C.**  
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 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
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(Cont.)

## Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

## ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  

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

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

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

**TCD  
(Dth/d)**

**Time Period**

17,500

November 1, 2022 - October 31, 2047

- 11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**

PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

- 13. **Effect on Prior Agreement(s):** N/A.

- 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.

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	
TRANSPORTATION CONTRACT DEMAND					17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500		

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-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/



**EXHIBIT B**  
(Cont.)

## Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

## ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  

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

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

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

**TCD  
(Dth/d)**

**Time Period**

6,000

November 1, 2022 – October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**

PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

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\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,500	6,000	610	
WAHA	302404	ILRDSBRG	314549	SS1											3,500			
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>		

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-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

**EXHIBIT B**  
(Cont.)

## Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

## ACA:

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

## **Appendix C**



Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Transportation Service Agreement**  
Rate Schedule FT-1

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Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
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
24,000	November 1, 2022 - October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

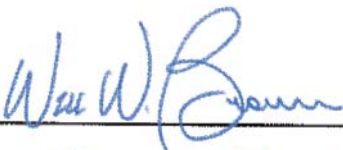
13. **Effect on Prior Agreement(s):** N/A.


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.)

**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.

PUBLIC SERVICE COMPANY OF NEW MEXICO

  
\_\_\_\_\_  
Will W. Brown  
\_\_\_\_\_  
VP, Commercial  
\_\_\_\_\_

  
\_\_\_\_\_  
J.D. Tarry  
\_\_\_\_\_  
President and COO  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

13<sup>th</sup> day of September, 2022.

9<sup>th</sup> day of September, 2022.

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

Dated: August 18, 2022

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			
BLANCO	300714	IAFTONPP	314550	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
TRANSPORTATION CONTRACT DEMAND					24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		

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  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Transportation Service Agreement**  
Rate Schedule FT-1

---

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
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
12,000	November 1, 2022 – October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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


13. **Effect on Prior Agreement(s):** N/A.

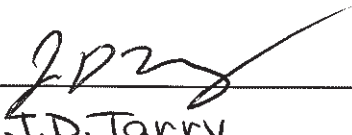
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders 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.)

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

  
\_\_\_\_\_  
Will W Brown  
\_\_\_\_\_  
VP, Commercial  
\_\_\_\_\_

  
\_\_\_\_\_  
J.D. Tarry  
\_\_\_\_\_  
President and COO  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

13<sup>th</sup> day of September, 2022.

9<sup>th</sup> day of September, 2022.

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

Dated: August 18, 2022

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				
BLANCO	300714	IAFTONPP	314550	CC1	1,700															
BLANCO	300714	IAFTONPP	314550	NS3	10,300	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000			
TRANSPORTATION CONTRACT DEMAND					12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000				

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  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes  No

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

TCD (Dth/d)	Time Period
17,500	November 1, 2022 - October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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


13. **Effect on Prior Agreement(s):** N/A.


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.

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.

PUBLIC SERVICE COMPANY OF NEW MEXICO

  
\_\_\_\_\_  
Will W. Brown  
\_\_\_\_\_  
VP, Commercial  
\_\_\_\_\_

  
\_\_\_\_\_  
J.D. Tarry  
\_\_\_\_\_  
President and COO  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

13<sup>TH</sup> day of September, 2022.

9<sup>TH</sup> day of September, 2022.

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	
TRANSPORTATION CONTRACT DEMAND					17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500		

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-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  

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

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

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

TCD  
(Dth/d)

Time Period

6,000

November 1, 2022 – October 31, 2047

- 11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**

PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

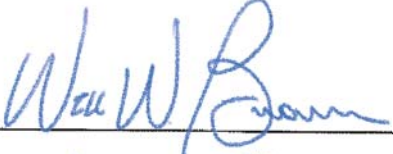
- 13. **Effect on Prior Agreement(s):** N/A.


- 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.

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.

PUBLIC SERVICE COMPANY OF NEW MEXICO

  
 \_\_\_\_\_  
 Will W Brown  
 \_\_\_\_\_  
 VP, Commercial  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 J.D. Tarry  
 \_\_\_\_\_  
 President and COO  
 \_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

13<sup>th</sup> day of September, 2022.

9<sup>th</sup> day of September, 2022.

**EXHIBIT A**  
To The  
Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,500	6,000	610		
WAHA	302404	ILRDSBRG	314549	SS1												3,600				
TRANSPORTATION CONTRACT DEMAND					6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000			

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-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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



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**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG



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Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000  
Graham County Utilities, Inc. #97ZP  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000  
Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997  
MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG

**List of Non-Conforming Agreements (Continued)**

Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Sterling Natural Gas, Inc. #982T  
Southwest Gas Corporation Letter Agreement  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000

**List of Non-Conforming Negotiated Rate Agreements (Continued)**

Arizona Public Service Company FTH-8 Agreement #H822E000  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-  
FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG

**List of Non-Conforming Negotiated Rate Agreements (Continued)**

Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
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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
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG



Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

## Transportation Service Agreement

Rate Schedule FT-1

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
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
24,000	November 1, 2022 - October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.)

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 617905-FT1EPNG

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

Dated: August 18, 2022

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		
BLANCO	300714	IAFTONPP	314550	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
TRANSPORTATION CONTRACT DEMAND					24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		

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

Agreement No. 617905-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Ex. B-1

Agreement No. 617905-FT1EPNG

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

## Transportation Service Agreement

Rate Schedule FT-1

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
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
12,000	November 1, 2022 – October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.)

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

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\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 617906-FT1EPNG

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

Dated: August 18, 2022

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/
BLANCO	300714	IAFTONPP	314550	CC1	1,700													
BLANCO	300714	IAFTONPP	314550	NS3	10,300	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>		

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

Agreement No. 617906-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Ex. B-1

Agreement No. 617906-FT1EPNG

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

## Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes  No

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

<b>TCD (Dth/d)</b>	<b>Time Period</b>
17,500	November 1, 2022 - October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 617907-FH12EPNG

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	
TRANSPORTATION CONTRACT DEMAND					17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500		

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



Agreement No. 617907-FH12EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Ex. B-1

Agreement No. 617907-FH12EPNG

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-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 \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

## Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** PUBLIC SERVICE COMPANY OF NEW MEXICO
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes  No

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

TCD (Dth/d)	Time Period
6,000	November 1, 2022 – October 31, 2047

11. **Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. **Effect on Prior Agreement(s):** N/A.

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.

**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.**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. 617908-FH12EPNG

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,500	6,000	610	
WAHA	302404	ILRDSBRG	314549	SS1											3,500			
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>		

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

Agreement No. 617908-FH12EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate</i>	<i>Fuel</i>	<i>Surcharges</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
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Ex. B-1

Agreement No. 617908-FH12EPNG

**EXHIBIT B**  
(Cont.)

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ACA:

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Section 85	Public Service Company of New Mexico # <a href="#"><u>H222X000617908-FH12EPNG</u></a>
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Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
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Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG

**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG



**List of Non-Conforming Agreements (Continued)**

Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000  
Graham County Utilities, Inc. #97ZP  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000  
Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997  
MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG

**List of Non-Conforming Agreements (Continued)**

Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Sterling Natural Gas, Inc. #982T  
Southwest Gas Corporation Letter Agreement  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000

**List of Non-Conforming Negotiated Rate Agreements (Continued)**

Arizona Public Service Company FTH-8 Agreement #H822E000  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNGFT3ET000  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNGFT3EU000  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNGH222W000  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNGH222X000  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-  
FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG

**List of Non-Conforming Negotiated Rate Agreements (Continued)**

Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico # <a href="#">FT3ET000617905-FT1EPNG</a>
Section 83	Public Service Company of New Mexico # <a href="#">617906-FT1EPNGFT3EU000</a>

Section 84	Public Service Company of New Mexico # <a href="#">617907-FH12EPNGH222W000</a>
Section 85	Public Service Company of New Mexico # <a href="#">617908-FH12EPNGH222X000</a>
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG



Agreement No. ~~FT3ET000617905-FT1EPNG~~

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PUBLIC SERVICE COMPANY OF NEW MEXICO

(Shipper)

Dated: August 18, 2022

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~between~~

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

and

~~Public Service Company of New Mexico~~

~~Dated: July 1, 2015~~

Agreement No. 617905-FT1EPNG  
Agreement No. FT3ET000

**Transportation Service Agreement**

Rate Schedule FT-1

Dated: August 18, 2022

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

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**

2. **Shipper: PUBLIC SERVICE COMPANY OF NEW MEXICO**

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

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Dated: July 1, 2015~~

~~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:** PUBLIC SERVICE COMPANY OF NEW MEXICO~~
- ~~3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
- ~~4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-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 at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.~~

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

~~Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3ET000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3EU000, Contract No. H222W000, and Contract No. H222X000 (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) July 1, 2015; (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 Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such~~

~~Agreement No. 617905-FT1EPNG Agreement No. FT3ET000~~

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>24,000</u>	<u>November 1, 2022 - October 31, 2047</u>

11. Term of Firm Transportation Service: Beginning: November 1, 2022  
Ending: October 31, 2047

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:  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. Effect on Prior Agreement(s): N/A.

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.)

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.                      PUBLIC SERVICE COMPANY OF NEW MEXICO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ Accepted and agreed to this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_ day of \_\_\_\_\_, 2022. ~~acceptance in any~~  
~~acceptable to both Parties, this Agreement will not become effective unless and until FERC approves~~  
~~and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package~~  
~~without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper~~

~~shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.~~

~~This Agreement shall terminate on October 31, 2022.~~

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

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT2UN000 originally dated November 1, 2009.~~

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

<del>TCD</del>	<del>Time Period</del>
<del>(Dth/d)</del>	
<del>24,000</del>	<del>July 1, 2015 – October 31, 2022</del>

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

~~**To Shipper:** Public Service Company of New Mexico  
2401 Aztec Road, NE MS Z180  
Albuquerque, NM 87107  
Attn: Ernie Crawford~~

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

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

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

~~Agreement No. FT3ET000~~

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

~~PUBLIC SERVICE COMPANY OF NEW MEXICO — EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Director of Marketing  
Title \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Agreement No. ~~FT3ET0006~~17905-FT1EPNG

~~EXHIBIT A  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

Effective Dates: ~~See ¶ 9 – October 31, 2022~~

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 - 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			
BLANCO	216748	IAFTONPP	326660	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	<b>24,000</b>	-	-

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

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

~~Ex. A-1~~**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1



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

Dated: August 18, 2022

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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>													
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
BLANCO	300714	IAFTONPP	314550	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>	<u>24,000</u>		

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

Agreement No. ~~FT3ET000~~617905-FT1EPNG

~~EXHIBIT B  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>See ¶ 9 - October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

<del>Primary and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Primary and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>STML-SJN STML-ANA STML-PER</del>	<del>216822 216823 216824</del>	<del>IRIOPUER IGCNMKTZ IGLPGCNM ILRDSBRG IAFTONPP ILUNAPWR</del>	<del>5307 425879 454059 322903 326660 458899</del>	<del>See ¶ 9 - October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

~~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.~~

~~1/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$9.3589 stated as a monthly rate per Dekatherm.~~

~~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-1~~ **EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>Ex. B-1</u>						

Agreement No. 617905-FT1EPNG

**EXHIBIT B**  
(Cont.)

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Agreement No. ~~FT3EU0006~~617906-FT1EPNG

~~Firm Transportation Service Agreement  
Rate Schedule FT-1~~

~~between~~

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

~~and~~

~~**Public Service Company of New Mexico**~~

~~Dated: July 1, 2015~~

Agreement No. FT3EU000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Dated: July 1, 2015~~

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:** PUBLIC SERVICE COMPANY OF NEW MEXICO~~
- ~~3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
- ~~4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-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 at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.~~

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

~~Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3EU000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. H222W000, and Contract No. H222X000 (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) July 1, 2015; (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 Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such~~

Agreement No. FT3EU000

~~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 such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.~~

~~This Agreement shall terminate on October 31, 2022.~~

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

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT2UP000 originally dated November 1, 2009.~~

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

<del>TCD</del>	<del>Time Period</del>
<del>(Dth/d)</del>	
<del>12,000</del>	<del>July 1, 2015 – October 31, 2022</del>

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

~~**To Shipper:** Public Service Company of New Mexico  
2401 Aztec Road, NE MS Z180  
Albuquerque, NM 87107  
Attn: Ernie Crawford~~

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

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

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



Agreement No. FT3EU000

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

~~PUBLIC SERVICE COMPANY OF NEW MEXICO — EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Will W. Brown  
Director of Marketing  
Title \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PUBLIC SERVICE COMPANY OF NEW MEXICO

(Shipper)

Dated: August 18, 2022

Agreement No. 617906-FT1EPNG

**Transportation Service Agreement**

Rate Schedule FT-1

Dated: August 18, 2022

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

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF NEW MEXICO**
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. 617906-FT1EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>12,000</u>	<u>November 1, 2022 – October 31, 2047</u>

11. Term of Firm Transportation Service: Beginning: November 1, 2022  
Ending: October 31, 2047

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:  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. Effect on Prior Agreement(s): N/A.

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.)

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.

PUBLIC SERVICE COMPANY OF NEW MEXICO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_  
day of \_\_\_\_\_, 2022. day of \_\_\_\_\_, 2022.

Agreement No. FT3EU000617906-FT1EPNG

~~EXHIBIT A  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

~~Effective Dates: See ¶ 9 – October 31, 2022~~

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 - 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		
BLANCO	216748	IAFTONPP	326660	NS3	10,300	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	-	-
BLANCO	216748	IAFTONPP	326660	CC1	1,700	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>-</b>	<b>-</b>

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

~~Ex. A-1 **EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1~~

~~between~~

**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>													
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
BLANCO	300714	IAFTONPP	314550	CC1	1.700													
BLANCO	300714	IAFTONPP	314550	NS3	10.300	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>		

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

Agreement No. [FT3EU000617906-FT1EPNG](#)

~~EXHIBIT B  
 To The  
 Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>See ¶ 9 - October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

<del>Primary and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Primary and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>STML-SJN STML-ANA STML-PER</del>	<del>216822 216823 216824</del>	<del>IRIOPUER IGCNMKTZ IGLPGCNM ILRDSBRG IAFTONPP ILUNAPWR</del>	<del>5307 125879 154059 322903 326660 458899</del>	<del>See ¶ 9 - October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

~~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, the parties agree to the following negotiated rate(s) of \$9.3589 stated as a monthly rate per Dekatherm.~~

~~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~~ **EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)  
 Dated: August 18, 2022

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

All EPNG Receipt Points  
 except those requiring  
 incremental rates (e.g.,  
 Willcox Lateral Receipt  
 Points) or Third Party  
 Charges pursuant to  
 GT&C Section 4.9 of  
 Transporter's Tariff

All EPNG Delivery Points  
 except those requiring  
 incremental rates (e.g.,  
 Willcox Lateral Delivery  
 Points) or Third Party  
 Charges pursuant to  
 GT&C Section 4.9 of  
 Transporter's Tariff

November 1, 2037 –  
 October 31, 2047

1/

1/

2/

3/

Ex. B-1



Agreement No. 617906-FT1EPNG

**EXHIBIT B**  
**(Cont.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Agreement No. ~~H222W000617907-FH12EPNG~~

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

~~between~~

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

~~and~~

~~Public Service Company of New Mexico~~

~~Dated: July 1, 2015~~

Agreement No. H222W000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-H~~

~~Dated: July 1, 2015~~

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:** PUBLIC SERVICE COMPANY OF NEW MEXICO~~
  - ~~3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
  - ~~4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
  - ~~5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"~~
- ~~Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.~~
- ~~**Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.~~
- ~~6. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 of the General Terms and Conditions.~~
  - ~~7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.~~
  - ~~8. **Negotiated Rate Agreement:** Yes  No~~
  - ~~9. **Term of Agreement:**~~

~~Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222W000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. FT3EU000 and Contract No. H222X000 (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) July 1, 2015; (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 Parties shall confer for up to ten (10) Business Days from the date of~~

Agreement No. H222W000

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

~~This Agreement shall terminate on October 31, 2022.~~

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

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H222B000 originally dated April 1, 2009, and last amended and restated by agreement dated February 1, 2011.~~

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

<del>TCD</del>	<del>Time Period</del>
<del>(Dth/d)</del>	
<del>17,500</del>	<del>July 1, 2015 – October 31, 2022</del>

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

~~**To Shipper:**  
Public Service Company of New Mexico  
2401 Aztec Road, NE MS Z180  
Albuquerque, NM 87102  
Attn: Ernie Crawford~~

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

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

~~14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.~~

Agreement No. H222W000

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

~~PUBLIC SERVICE COMPANY OF NEW MEXICO — EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Will W. Brown  
Director of Marketing

Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

PUBLIC SERVICE COMPANY OF NEW MEXICO

(Shipper)

Dated: August 18, 2022

Agreement No. 617907-FH12EPNG

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**

2. **Shipper: PUBLIC SERVICE COMPANY OF NEW MEXICO**

3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

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

5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

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

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

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

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

9. **Negotiated Rate:** Yes  No

Agreement No. 617907-FH12EPNG

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>17,500</u>	<u>November 1, 2022 - October 31, 2047</u>

**11. Term of Firm Transportation Service:** Beginning: November 1, 2022  
Ending: October 31, 2047

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:**  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

**13. Effect on Prior Agreement(s):** N/A.

**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.

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.                      PUBLIC SERVICE COMPANY OF NEW MEXICO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this    Accepted and agreed to this

\_\_\_\_\_  
day of \_\_\_\_\_, 2022.    day of \_\_\_\_\_, 2022.

Agreement No. H222W000617907-FH12EPNG

**EXHIBIT A**  
To The  
Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
 (Shipper)

Dated: August 18, 2022

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	ILRDSBRG	314549	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>		

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 A**  
To The  
Hourly Firm Transportation Service Agreement  
 between  
**El Paso Natural Gas Company, L.L.C. (Transporter)**  
**and Public Service Company of New Mexico (Shipper)**  
 Dated: July 1, 2015



Effective Dates: See ¶ 9 -- October 31, 2022

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 -- 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	216750	ILRDSBRG	322903	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	<b>17,500</b>	-	-

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

Ex. A-1

Agreement No. H222W000617907-FH12EPNG

**EXHIBIT B**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-H  
between  
EL PASO NATURAL GAS COMPANY, L.L.C.  
and  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
(Shipper)  
Dated: August 18, 2022

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

**EXHIBIT B**

~~To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>See ¶ 9 – October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

<del>Primary and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Primary and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>STML-SJN STML-ANA STML-PER</del>	<del>216822 216823 216824</del>	<del>IRIOPUER IGCNMKTZ IGLPGCNM ILRDSBRG IAFTONPP ILUNAPWR</del>	<del>5307 125879 154059 322903 326660 458899</del>	<del>See ¶ 9 – October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

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

~~1a -- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.9196 stated as a monthly rate per Dekatherm.~~

~~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-1

Agreement No. 617907-FH12EPNG

**EXHIBIT B**  
**(Cont.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-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 \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Agreement No. ~~H222X0006~~17908-FH12EPNG

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

~~between~~

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

~~and~~

~~**Public Service Company of New Mexico**~~

~~Dated: July 1, 2015~~

Agreement No. H222X000

## ~~Transportation Service Agreement~~

~~Rate Schedule FT-H~~

~~Dated: July 1, 2015~~

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

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

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

~~Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. H222X000), Contract No. FT3EQ000, Contract No. FT3ER000, Contract No. FT3ET000, Contract No. FT3EU000 and Contract No. H222W000 (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) July 1, 2015; (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 Parties shall confer for up to ten (10) Business Days from the date of~~

Agreement No. H222X000

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

~~This Agreement shall terminate on October 31, 2022.~~

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

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. H222M000 originally dated November 1, 2009, and last amended and restated by agreement dated February 1, 2011.~~

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

<del>TCD</del>	<del>Time Period</del>
<del>(Dth/d)</del>	
<del>6,000</del>	<del>July 1, 2015 – October 31, 2022</del>

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

~~**To Shipper:**  
Public Service Company of New Mexico  
2401 Aztec Road, NE MS Z180  
Albuquerque, NM 87102  
Attn: Ernie Crawford~~

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

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

~~14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.~~



Agreement No. H222X000

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

~~PUBLIC SERVICE COMPANY OF NEW MEXICO — EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_ Will W. Brown  
Director of Marketing  
Title \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

PUBLIC SERVICE COMPANY OF NEW MEXICO  
(Shipper)

Dated: August 18, 2022

Agreement No. 617908-FH12EPNG

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: August 18, 2022

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

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF NEW MEXICO**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes   X   No

Agreement No. 617908-FH12EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>6,000</u>	<u>November 1, 2022 – October 31, 2047</u>

11. Term of Firm Transportation Service: Beginning: November 1, 2022  
Ending: October 31, 2047

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:  
PUBLIC SERVICE COMPANY OF NEW MEXICO  
2401 Aztec N. E.  
Albuquerque, NM 87107  
Attn: PNM Wholesale Power Marketing

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

13. Effect on Prior Agreement(s): N/A.

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.

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.

PUBLIC SERVICE COMPANY OF NEW MEXICO

1 \_\_\_\_\_ 2

3 \_\_\_\_\_ 4

Accepted and agreed to this

Accepted and agreed to this

5 \_\_\_\_\_ 6  
day of \_\_\_\_\_, 2022.

7 \_\_\_\_\_ 8  
day of \_\_\_\_\_, 2022.

Agreement No. H222X000617908-FH12EPNG

**EXHIBIT A**  
To The  
Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H  
  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)

Dated: August 18, 2022

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

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
					<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>KEystone</u>	<u>302132</u>	<u>ILRDSBRG</u>	<u>314549</u>	<u>SS1</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>2,500</u>	<u>6,000</u>	<u>610</u>	
<u>WAHA</u>	<u>302404</u>	<u>ILRDSBRG</u>	<u>314549</u>	<u>SS1</u>											<u>3,500</u>			
<b><u>TRANSPORTATION CONTRACT DEMAND</u></b>					<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>	<b><u>6,000</u></b>		

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 A  
To The  
Hourly Firm Transportation Service Agreement  
between  
El Paso Natural Gas Company, L.L.C. (Transporter)

and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015

Effective Dates: See ¶ 9 - October 31, 2022

Primary Receipt Point (s)/ Location (s) (Scheduling Code (s))	Receipt D/R/C/ed (s)	Primary Delivery Point (s)/ Location (s) (Scheduling Code (s))	Delivery D/R/C/ed (s)	Flow	Maximum Quantity -- D-Code (Dth/d) 1/												Delivery P... (p... 2/	Delivery P... /	
					January	February	March	April	May	June	July	August	September	October	November	December			
KEYSTONE	216750	ILRDSBRG	322903	SS4	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,500	6,000	610	-
WAHA	216752	ILRDSBRG	322903	SS4	-	-	-	-	-	-	-	-	-	-	-	3,500	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	-	-

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

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

Ex. A-1

Agreement No. H222X000617908-FH12EPNG

~~EXHIBIT B  
 To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and Public Service Company of New Mexico (Shipper)  
 Dated: July 1, 2015~~

<del>Primary Receipt Point(s)</del>	<del>Primary Delivery Point(s)</del>	<del>Effective Dates</del>		<del>Reservation Rate 1/</del>		<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>As listed in Exhibit A</del>	<del>As listed in Exhibit A</del>	<del>- See ¶ 9 - October 31, 2022</del>		<del>(1a)</del>		<del>-</del>	<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Primary and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Primary and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>
<del>STML-SJN STML-ANA STML-PER</del>	<del>216822 216823 216824</del>	<del>IRIOPUER IGCNMKTZ IGLPGCNM ILRDSBRG IAFTONPP ILUNAPWR</del>	<del>5307 125879 154059 322903 326660 458899</del>	<del>- See ¶ 9 - October 31, 2022</del>	<del>(1a)</del>	<del>-</del>	<del>-</del>	<del>-</del>

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

~~1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$10.9196 stated as a monthly rate per Dekatherm.~~

~~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.~~

**EXHIBIT B**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-H  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**  
(Shipper)  
Dated: August 18, 2022

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate</u>	<u>Fuel</u>	<u>Surcharges</u>
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<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2022 – October 31, 2037</u>	<u>1a/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>
<u>All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&amp;C Section 4.9 of Transporter's Tariff</u>	<u>November 1, 2037 – October 31, 2047</u>	<u>1/</u>	<u>1/</u>	<u>2/</u>	<u>3/</u>

Ex. B-1

Agreement No. 617908-FH12EPNG

**EXHIBIT B**  
**(Cont.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-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 \$13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2