

**TEXAS-NEW MEXICO POWER COMPANY  
PNM RESOURCES, INC.  
TEXAS CODE OF CONDUCT**

**Introduction**

Texas-New Mexico Power Company (TNMP) and PNM Resources, Inc. (PNM Resources) have adopted this Texas Code of Conduct as part of their program to comply with the affiliate transaction rules adopted by the Public Utilities Commission of Texas (the PUCT).

This Texas Code of Conduct applies to transactions involving TNMP and PNM Resources and their Competitive Affiliates beginning on June 6, 2005, the date on which PNM Resources acquired the outstanding common stock of TNP Enterprises, Inc.

It is important that all employees of TNMP, PNM Resources, and PNMR Services Company understand and comply with this Texas Code of Conduct in their interactions with PNM Resources' Competitive Affiliates.

This Texas Code of Conduct is divided into the following general areas:

- Transactions between TNMP and its Competitive Affiliates;
- Safeguards relating to the provision of products and services;
- Information Safeguards;
- Separation of TNMP and its affiliates;
- Shared Officer and Director Compliance;
- Safeguards Relating to Joint Marketing and Advertising;
- Contracts between TNMP and its Competitive Affiliates;
- Implementation; and
- PUCT Filing Requirements.

Questions regarding the Texas Code of Conduct should be directed to Stacy Whitehurst at 214-222-4142.

**Definitions.** The following terms apply throughout this Texas Code of Conduct:

**Arm's Length Transactions:** The standard of conduct under which unrelated parties, each acting in its own best interest, would carry out a particular transaction. Applied to related parties, a transaction is at arm's length if the transaction could have been made on the same terms to a disinterested third party in a bargained transaction.

**Competitive Affiliates:** TNMP or PNM Resources affiliates that provide a service or sell products in competitive, energy-related markets in Texas.

**Confidential information:** Any information not intended for public disclosure and considered confidential or proprietary by persons privy to such information. Confidential information includes, but is not limited to, information relating to the interconnection of customers to TNMP's Texas transmission or distribution systems, proprietary customer information, trade secrets, competitive information relating to internal manufacturing process, and information about TNMP's Texas transmission or distribution system, operations, or plans for expansion.

**Central Corporate Services:** Services shared by TNMP and its affiliates and generally provided by PNMR Services Co. These include: human resources, procurement, information technology, regulatory services, administrative services, real estate services, legal services, accounting, environmental services, internal audit, community relations, corporate communications, financial services, financial planning and management support, corporate services, corporate secretary, lobbying, risk management, and corporate planning.

**Proprietary customer information:** Any information compiled by TNMP on a customer in the normal course of providing electric service that makes possible the identification of any individual customer by matching such information with the customer's name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges, billing records, or any other information that the customer has expressly requested not be disclosed. Information that is redacted or organized in such a way as to make it impossible to identify the customer to whom the information relates does not constitute proprietary customer information.

**PUCT:** The Public Utility Commission of Texas

**REP:** Retail Electric Provider.

**T&D Operations:** Transmission and distribution operations conducted by TNMP in Texas.

**Transaction:** Transaction means the provision of any good, property, service, privilege, or act between any two parties for which compensation normally would be provided if each party was independent of the other and acting in its best financial interest. In the application of the definition of transaction, TNMP, PNM Resources, and their affiliates will be inclusive rather than exclusive.

## **A. TRANSACTIONS BETWEEN TNMP AND ITS AFFILIATES**

1. **Separate Books and Records.** TNMP, PNM Resources and each of their competitive affiliates will maintain separate accounts and records.

2. **Allocation of Costs.** PNMR Services Co. will fully assign costs directly to the affiliate by whom or on whose behalf such costs are incurred, wherever possible. Costs shared among different affiliates will be fully allocated among such affiliates by using a methodology based on cost causation, wherever possible. Cost allocation will be consistent with the PNMR Services Co. Cost Allocation Manual in effect from time to time. To the extent that TNMP provides incidental services to its affiliates, TNMP will allocate costs in the same manner as PNMR Services Co.
3. **Transactions among TNMP and its Competitive Affiliates.** Transactions between TNMP and its Competitive Affiliates shall be at arm's length, except that transactions governed by tariffs shall be in accordance with the applicable tariffs. TNMP will maintain for three years a contemporaneous record of all transactions with Competitive Affiliates other than transactions governed by tariffs. Central Corporate Services provided by PNMR Services Co. are not transactions with a Competitive Affiliate.  
  
TNMP personnel will submit reports of such transactions to the Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067 or by fax to #214-222-4156 within 24 hours after such transactions occur. The report will be in the form set out as Appendix A to this Texas Code of Conduct, or other form that may replace it.
4. **Sale of Products or Services.** All sales of products or services by TNMP to any affiliate will be governed by a tariff approved by the PUCT, unless the sales are otherwise approved by the PUCT. TNMP shall make available products and services to unaffiliated entities on the same terms and conditions as to its affiliates.
5. **Purchase by TNMP of Products or Services from its Affiliates.**
  - a. **Purchases from all affiliates.** TNMP's purchase of products, services, or assets from an affiliate shall be at prices that are fair and reasonable to utility customers and that reflect the market value of the product, service, or asset.
  - b. **Purchases from Competitive Affiliates.** TNMP may not enter into a transaction with a competitive affiliate that has a per unit value of \$75,000 or more, or a total value of \$1 million or more, unless the transaction is the result of the bidding process described in Section G of this Texas Code of Conduct and the transaction is formalized in a written contract.
6. **Transfers of Assets to Competitive Affiliates.** TNMP may not transfer to a Competitive Affiliate assets having a per unit value of \$75,000 or more, or a total value of \$1 million or more, unless the transaction is the result of the bidding process described in Section G of this Texas Code of Conduct and the transaction is formalized in a written contract.
7. **Anticompetitive Practices.** TNMP may not engage in any anticompetitive practice that could harm competition in any market for competitive services. TNMP may not provide any Competitive Affiliate any preference over a non-affiliated company providing competitive services or its customers. All regulated

services offered by TNMP must be available to all eligible customers and non-affiliated competitive suppliers in a nondiscriminatory manner.

8. **Sharing of property, equipment, computer systems, information systems, and corporate support services.** TNMP and PNM Resources, Inc. and their Competitive Affiliates may share common property, equipment, computer systems, information systems, and corporate support services, if TNMP implements safeguards included in this Texas Code of Conduct to preclude employees of a competitive affiliate from gaining access to information in a manner that would allow or provide a means to transfer confidential information from TNMP to an affiliate, create an opportunity for preferential treatment or unfair competitive advantage, lead to customer confusion, or create significant opportunities for cross-subsidization of affiliates.

## **B. SAFEGUARDS RELATING TO THE PROVISION OF PRODUCTS AND SERVICES.**

1. **Products and Services available on a Non-Discriminatory Basis.** TNMP will make products and services that it makes available to Competitive Affiliates available to all similarly situated entities, contemporaneously and in the same manner. TNMP will:

- apply its tariffs, prices, terms, conditions and discounts for its products and services in the same manner to all similarly situated entities;
- process all requests for a product or service on a non-discriminatory basis; and,
- apply tariff provisions that permit discretion in their application in the same manner to all similarly situated competitors.

TNMP will not use customer-specific contracts to circumvent these requirements or create a product or service arrangement with a Competitive Affiliate that is so unique that no competitor could be similarly situated to utilize the product or service.

2. **Tying Arrangements Restricted.** Unless otherwise allowed by the PUCT through a rule or tariff, TNMP will not condition the provision of any product, service, pricing benefit, or alternative terms or conditions upon the purchase of any other good or service from it or any of its Competitive Affiliates.

## **C. INFORMATION SAFEGUARDS**

1. **Nondiscriminatory availability of information.**
  - a. TNMP will not permit Competitive Affiliates to have access to information in a manner that would result in preferential treatment of the Competitive Affiliates.
  - b. Anyone, including Competitive Affiliates, who possesses customer information that was obtained in a manner contrary to this Texas Code of Conduct shall not make any commercial use of such information and shall destroy the information or return it to TNMP.

- c. TNMP will not allow preferential access by Competitive Affiliates to information about its transmission and distribution systems.

2. **Proprietary customer information.**

- a. TNMP will provide a customer with the customer's proprietary customer information, upon the customer's request.
- b. Unless TNMP obtains from the customer prior affirmative written consent or other verifiable authorization, it shall not release any proprietary customer information to any other entity, other than:
  - the customer,
  - an independent system operator,
  - Central Corporate Services for the sole purpose of providing its services,
  - where authorized or requested to do so by the PUCT or where required to do so by law, regulation or legal process, or
  - to a provider of last resort.
- c. TNMP will not disclose any aggregated customer information to a Competitive Affiliate, other than Central Corporate Services, unless it makes the same information available in a timely manner and on the same basis to any non-affiliates. Disclosure of information to Central Corporate Services is not disclosure to a Competitive Affiliate.

If TNMP makes aggregate customer information available to a Competitive Affiliate, TNMP will report the transaction to the Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067, or by fax to #214-222-4156, on the form attached as Attachment A to this Texas Code of Conduct by no later than 8:00 am on the following calendar day. Within 24 hours of providing the information, and for at least 30 days, TNMP will post a conspicuous notice on its Internet web site providing the following information:

- The name of the Competitive Affiliate to which the information was provided,
- The rate charged for the information,
- A meaningful description of the information provided, and
- Procedures by which non-affiliates may obtain records of such information under the same terms and conditions.

3. **Safeguards against disclosure by officers, directors, shared employees and Central Corporate Services.**

To ensure that its officers, directors, shared employees, and Central Corporate Services do not use their access to TNMP operations information as a means to create opportunities for preferential treatment of TNMP's Competitive Affiliates, each officer, director, and Central Corporate Services employee will be required to execute the *Employee Acknowledgment Of Understanding* form in which such person will agree that he

or she will comply with all written policies regarding limitations on the use and distribution of Confidential Information. .

4. **Restrictions on access to T&D information.** Only TNMP employees and Central Corporate Services employees who require such information in connection with providing Central Corporate Services shall have access to transmission and distribution information. TNMP will restrict Competitive Affiliates' access to information about T&D operations, through appropriate security devices, firewalls and procedures.

#### **D. SEPARATION OF TNMP AND ITS AFFILIATES**

1. **Sharing of facilities, employees and other resources.** TNMP and its Competitive Affiliates may share employees, facilities, and resources as provided by the safeguards described in this Texas Code of Conduct if such sharing has been approved in advance by the PUCT. Any questions concerning such sharing or requests to share shall be submitted to Stacy Whitehurst, TNMP, Regulatory Policy.
2. **Employee transfers.**
  - a. TNMP will not assign, for less than one year, utility employees engaged in T&D operations to a Competitive Affiliate unless that employee has no knowledge of Confidential Information.
  - b. Employees engaged in T&D system operations who transfer to Competitive Affiliates will not remove or otherwise provide or use Confidential Information or property gained from the T&D operations in a discriminatory or exclusive fashion, to the benefit of the Competitive Affiliate or to the detriment of non-affiliated competitors.
  - c. Transferring employees will sign a statement indicating that they are aware of and understand the restrictions set forth in this Texas Code of Conduct.
  - d. TNMP will notify the Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067, or by fax to #214-222-4156, of any transfer of an employee to a Competitive Affiliate by the close of business on the business day prior to the effective date of the transfer. Such notice shall be in writing or via e-mail. TNMP will post on its internet site notice of any transfer within 24 hours of the transfer and will leave the notice posted for at least 30 days.
3. **Physical separation.** TNMP will not permit Competitive Affiliates' personnel to have access to T&D facilities, except as permitted by law, rule, or PUCT order.

#### **E. SHARED OFFICER AND DIRECTOR COMPLIANCE**

1. Shared officers and directors are those individuals who are officers and directors of both the TNMP regulated utility company and PNM Resources, Inc. or any of its non-regulated affiliates.

2. Shared officers and directors shall not include any officers of TNMP or PNM Resources, Inc. or its non-regulated affiliates assigned to supervision of day-to-day facility operations in any particular TNMP region. Any officers of TNMP responsible for daily supervision and operation of transmission and distribution systems in any particular region shall not be shared with non-regulated affiliates of PNM Resources, Inc.
3. Officers and directors will not be shared if doing so would result in the violation of any of the information sharing or other provisions of the Texas Code of Conduct.
4. Shared officers and directors will not, with the intent of giving a Competitive Affiliate an unfair competitive advantage, participate in decisions as a Competitive Affiliate officer or director, or attempt to influence decisions of other Competitive Affiliate officers and directors, while relying on confidential utility information pursuant to 16 Tex. Admin Code § 25.272(c)(3).
5. During any meetings of the Board of Directors or any committees, officers and directors shared between TNMP and PNM Resources or any of their Competitive Affiliates shall not disclose to Competitive Affiliate employees, or officers or directors who are not shared with TNMP any confidential utility information pursuant to 16 Tex. Admin Code § 25.272(c)(3). The PNM Resources Chief Compliance Officer, or designee, will review the agenda for any such meeting and will ensure that no inappropriate disclosure occurs. Officers and directors will recuse themselves from any such meetings during which prohibited topics are discussed.

## **F. SAFEGUARDS RELATING TO JOINT MARKETING AND ADVERTISING**

1. **Joint Marketing and Promotion.**
  - a. TNMP will not conduct activities intended to promote the business of the Competitive Affiliates at the expense of non-affiliated competitors. TNMP will not:
    - Provide or acquire leads on behalf of Competitive Affiliates;
    - Solicit business or acquire information on behalf of Competitive Affiliates;
    - Share market analysis reports, market forecasts, planning or strategic reports, or other types of proprietary or non-publicly available reports with its Competitive Affiliates;
    - Represent to customers or potential customers that it can offer competitive retail services bundled with its tariffed services;
    - Request authorization from its customers to pass on information exclusively to its Competitive Affiliates; or
    - Engage in the following activities: joint marketing, joint advertising or sales calls, joint proposals, joint promotional communications or correspondence (other than billing inserts pursuant to a PUCT-approved tariff that are also available to non-affiliated competitors on

the same terms and conditions), joint presentations at trade shows, conferences or marketing events in Texas; or provide links from its Internet web site to the Competitive Affiliate's Internet web site.

2. **Provision of Technical Assistance.**

- a. At a customer's unsolicited request, TNMP may participate in meetings with a Competitive Affiliate to discuss technical or operational subjects regarding TNMP's provision of transmission or distribution services to the customer. TNMP may, however, participate in such meetings only in the same manner and to the same extent that it participates in such meetings with unaffiliated electric or energy services suppliers or their customers.
- b. TNMP will not listen to, view, or otherwise participate in any way in a sales discussion between a customer and a Competitive Affiliate or an unaffiliated electric or energy services supplier.

3. **Customer Requests**

a. **Customer Requests for information.**

(i) **Requests for general information about products or services offered by Competitive Affiliates and their competitors.** If a customer or potential customer requests general information about products or services to be provided by TNMP's Competitive Affiliates or its affiliate's competitors, TNMP personnel shall not:

- promote its Competitive Affiliate's products or services, or
- offer any opinion regarding the service of the Competitive Affiliate or any other service provider; or
- refer the customer or potential customer to the Competitive Affiliate except as provided in subsection (ii), below.

(ii) **Requests for specific Competitive Affiliate information.** If a customer or potential customer makes an unsolicited request for information specifically about any of TNMP's Competitive Affiliates, TNMP personnel may refer the customer or potential customer to the Competitive Affiliate for more information. The only information that TNMP may provide to the customer or potential customer is the address and telephone number of the Competitive Affiliate. TNMP will not transfer the customer directly to the Competitive Affiliate's customer service office via telephone or provide any other electronic link whereby the customer could contact the Competitive Affiliate.

- b. **No Expression of Opinions by TNMP Personnel.** TNMP personnel will not state or otherwise provide to any customer or potential customer any opinion regarding the reliability, experience, qualifications, financial capability, managerial capability, operations capability, customer service record, consumer practices or market share of its Competitive Affiliates or any competitor providing competitive services.

## G. CONTRACTS BETWEEN TNMP AND ITS COMPETITIVE AFFILIATES

### 1. Competitive Bidding Requirements. When:

- procuring products and services, other than Central Corporate Services, that are offered by a Competitive Affiliate, or
- selling to any Competitive Affiliate assets that have a per unit value of more than \$75,000, or a total value of more than \$1,000,000,

TNMP will follow the following procedures:

- a. **Notice Requirements:** TNMP will provide the following notice of any request for proposals:
  - Publication of notices in trade journals or newspapers, as appropriate, that may be reasonably expected to provide notice to competitors of the Competitive Affiliate;
  - Mailing of notice to persons who previously requested to be notified of the requests for proposals; and
  - Conspicuous notice on TNMP's Internet site or other public electronic bulletin board.
- b. **Independent Evaluator:** If a Competitive Affiliate submits a bid to be evaluated, TNMP will use an independent evaluator. The independent evaluator will identify in writing the bids that are most advantageous and warrant negotiation and contract execution, in accordance with the criteria set forth in the request for proposals. TNMP retains responsibility for final selection of products or services. TNMP will maintain a record of all communications with the independent evaluator.
- c. **Competitive Bidding Procedures:** TNMP will make a request for proposals available to interested persons by conspicuously posting the request on its Internet site or other electronic bulletin board.
  - The request for proposals will clearly set forth the eligibility and selection criteria and will specify the weight to be given to any non-cost selection criteria.
  - TNMP will strictly enforce the criteria specified in the request for proposals.
- d. **Evaluation of Bids.** TNMP or the independent evaluator (if an independent evaluator is used) will evaluate each bid submitted in accordance with the criteria specified in the request for proposals. TNMP or the independent evaluator will not give preferential treatment or consideration to any bid.
- e. **Rejection of Bids.** TNMP is not required to accept a bid and may reject any or all bids in accordance with the selection criteria specified in the request for proposals.

### 2. Contract Requirements. A contract will include, at a minimum, the following provisions:

- The effective date of the agreement;

- The parties to the agreement;
  - The term of the agreement;
  - A narrative describing the products or services provided to TNMP, including a list by specific service of all the affiliated companies who provide or receive these services, or a narrative describing the assets being sold by TNMP to the Competitive Affiliate;
  - The obligations of the parties;
  - The price for those products, services, or assets governed by the contract; and
  - Billing and payment procedures.
3. **PUCT Filing Requirement.** TNMP will file with the PUCT a signed copy of any contracts entered into with its Competitive Affiliates. These contracts shall be filed by June 1 of each year as attachments to the utility's annual Report of Affiliate Activities filed with the PUCT.

## H. IMPLEMENTATION

1. **Code of Conduct Implementation Responsibilities.** All officers, managers, and supervisors employed by PNM Resources or any of its affiliates are responsible for monitoring and enforcing this Texas Code of Conduct to the extent it is applicable to their specific areas of supervisory responsibility. Every employee of PNM Resources or any of its affiliates is responsible for monitoring compliance with this Texas Code of Conduct. Any officer or employee of PNM Resources or any of its affiliates who discovers any event which may be in violation of this Texas Code of Conduct will report immediately to the Ethics and Compliance Hotline at 1-888- 840- 4158 and to the General Counsel of PNM Resources.
2. **Informal Dispute Resolution.** TNMP and PNM Resources will investigate complaints and disputes concerning violations of statutes, regulations and this Texas Code of Conduct governing TNMP affiliate transactions. Complaints concerning violations will be directed to the Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067 or by fax to # 214-222-4156. TNMP and PNM Resources will communicate the results of the investigation to the complainant in writing within 30 days after they have received the complaint, including a description of any action taken and the complainant's right to file a complaint with the appropriate regulatory authority.
3. **Corrective Action.** Corrective action will be taken to ensure compliance with statutes, regulations and the Texas Code of Conduct. Any employee violating statutes, regulations, or this Texas Code of Conduct will face appropriate disciplinary action up to and including termination depending on the nature of the circumstances, seriousness, and/or frequency of the conduct or behavior. Management may choose to begin the steps of progressive discipline at any point, and may immediately terminate an employee who has violated statutes, regulations, or this Texas Code of Conduct.

## I. PUCT FILING REQUIREMENTS

1. **Annual report of affiliate activities.** TNMP will file with the PUCT a "Report of Affiliate Activities" by June 1 of each year. This report shall be in a form approved by the PUCT and
  - encompass the prior calendar year;
  - report activities among TNMP and its affiliates;
  - reflect any updates or changes to the code of conduct compliance plan resulting from the formation of new affiliates;
  - include copies of new or revised contracts or agreements between TNMP and its affiliates, or (if there are not significant changes to the contract) an amendment sheet;
  - include information on the movement of TNMP employees among TNMP and its Competitive Affiliates; and
  - include a summary of information concerning deviations from the Texas Code of Conduct during the reporting period.
2. **Copies of contracts or agreements.** TNMP will file copies of the contracts and agreements with its Competitive Affiliates with the PUCT as attachments to the Annual Report of Affiliate Activities (a) in the first year it is in effect and (b) when significant changes have been made to it. In cases where there are no significant changes to a contract or agreement, TNMP will file an amendment sheet summarizing any changes in lieu of refileing the entire contract.
3. **Tracking migration of employees.** In addition to following the procedures described in the section entitled "Separation of the Utility and its Affiliates – Employee Transfers," TNMP will include employee migration information in its annual Report of Affiliate Activities. The tracking information will include an identification code for the migrating employee, the respective titles held while employed at each entity, and the effective dates of the migration.
4. **Annual reporting of informal complaint resolution.** TNMP will report in its annual Report of Affiliate Activities:
  - information regarding the nature and status of informal complaints handled in accordance with its informal complaint procedures, and,
  - information on all informal complaints that were initiated or remained unresolved during the reporting period.

The information reported will include the name of the complainant and a summary report of the complaint, including all relevant dates, companies involved, employees involved, the specific claim, and any actions taken to address the complaint.

**ATTACHMENT A**

**AFFILIATE TRANSACTION\* TIME AND ACTIVITY DAILY REPORT**

**(Transaction is defined on the Reverse Side, along with Instructions for completing the Report)**

**Note:** This form is for transactions between Texas-New Mexico Power Company and its affiliates, not including transactions governed by tariffs or with Central Corporate Services.

**General Employee Information**

<b>Employee Name</b>	<b>Date</b>	<b>E-Mail</b>
<b>Location</b>	<b>Phone Number</b>	<b>Business Unit</b>

**Specific Transaction Information**

<b>Time Involved</b>	_____ <b>Hours</b>	
<b>Individuals Involved</b>	<b>Department</b>	<b>Company</b>
1.		
2.		
3.		
4.		
5.		

**Describe Transaction or Information Exchanged (attach a separate sheet if more space is needed.)**

<b>Form of Communication for Transaction</b>				<b>Nature of Transaction</b>	
Phone Call	<input type="checkbox"/>	Meeting	<input type="checkbox"/>	Tariffed	<input type="checkbox"/>
E-Mail	<input type="checkbox"/>	Other	<input type="checkbox"/>	Non-Tariffed	<input type="checkbox"/>
Letter	<input type="checkbox"/>			Discount	<input type="checkbox"/>
				Other (specify)	<input type="checkbox"/>
<b>Hardcopy of Information to be Forwarded to</b> _____.				<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Please Attach.</b>					

Employees must send the completed form to Stacy Whitehurst no later than noon of the day following any transaction with an affiliate. If the employee is uncertain as to whether or not an affiliate transaction has occurred they can call Stacy Whitehurst at 214-222-4142 and request assistance.

## AFFILIATE TRANSACTION TIME AND ACTIVITY DAILY REPORT

**OBJECTIVE:** To Provide Documentation of "Transactions" on a Daily Basis between TNMP and Affiliates.

**TRANSACTION DEFINITION:** Transaction means the provision of any good, property, service, privilege, or act between any two parties for which compensation normally would be provided if each party was independent of the other and acting in its best financial interest. In the application of the definition of transaction, employees should be inclusive rather than exclusive.

### INSTRUCTIONS for Completing Form

1. This report will address all transactions between TNMP and Affiliates.

Examples include:

- Providing a competitive affiliate with TNMP customer billing information after receiving written authorization from the customer.
- Signing a contract for purchase of goods or services if that contract includes both TNMP and an Affiliate.
- Advising or providing a service to an Affiliate.

2. This report will be completed daily.

Provide copy of hard copy or electronic information exchanged, if any, to the Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067.

3. File this report with Vice President of Regulatory Affairs, TNMP, 577 N. Garden Ridge Blvd, TX 75067 or fax # 214-222-4156 by noon the day following the transaction.

- Hard copy to: Vice President of Regulatory Affairs, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067.
- Fax copy to: 214-222-4156
- E-mail to: [stacy.whitehurst@tnmp.com](mailto:stacy.whitehurst@tnmp.com)

4. Please contact Stacy Whitehurst at [stacy.whitehurst@tnmp.com](mailto:stacy.whitehurst@tnmp.com) or 214-222-4142 with any questions.