

**AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM
EL PASO ELECTRIC COMPANY**

This El Paso Electric Company Texas Business Solar Power ("TXBSP" or "Program") Service Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between **EL PASO ELECTRIC COMPANY**, a Texas Corporation (hereinafter called "Company"), and ____ (hereinafter called "Customer").

WITNESSETH: That, in consideration to the premises, covenants, and agreements herein contained, the Company and Customer mutually agree to and with each other as follows:

ARTICLE I

Customer subscribes to _____ kW (in 10 kW blocks) of capacity under the Program.

Capacity

Customer may add additional kW capacity to their subscription under the Program, subject to availability. Customers who subscribe to a one-year term and add kW capacity to their subscription under the Program re-start the one-year term of their subscription when kW capacity is added to their subscription.

Customer may reduce the kW capacity of their subscription under the Program with a penalty. The penalty is an amount equivalent to the subscription price multiplied by the reduction of the subscribed capacity multiplied by the number of months remaining until the end of the term of the Agreement.

ARTICLE II

The term of this Agreement shall be for an enrollment period of _____ year(s) from _____, 20____, as determined by the Customer and agreed to by the Company.

Term

Customers subscribing for any enrollment period will be automatically renewed for successive one-year enrollment periods upon the expiration of each enrollment period unless the Customer terminates participation with a 60 days' notice to the Company.

Penalty for Early
Termination

Customers who terminate their participation under this Agreement prior to the end of the term of this Agreement, whether it is one, five, or ten years, shall be liable for a penalty. The penalty is an amount equivalent to the dollar amount of the subscription price multiplied by the subscribed capacity amount multiplied by the number of months remaining until the end of the term of the Agreement. In the event a customer transfers all or a portion of its subscription to another customer(s) pursuant to Article V of this Agreement, the penalty provided by the previous sentence will offset by reducing the "subscribed capacity amount" used in the calculation of the penalty by the

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amount of subscribed capacity that has been transferred.

ARTICLE III

Use of Service

Service under this Agreement is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas (the "Commission") and are available for inspection at the Company offices.

ARTICLE IV

Monthly Billing. Monthly billing will be made pursuant to Schedule No. TXBSP – Texas Business Solar Power Rate, and this Agreement. All charges and other terms and conditions as provided for under the Customer's applicable standard service classification(s) will continue to be based on actual metered energy use during the Customer's normal billing cycle. Monthly charges and credits to Customer for participation in the Program will consist of the following:

Charges
and
Credits

Solar Capacity Charge. Customer agrees to pay the Company the Solar Capacity Charge, which is a monthly charge per kW subscribed per month, consistent with the terms and conditions provided in Schedule No. TXBSP and this Agreement.

Solar Generation Credit. The Company will apply a credit to the Customer's monthly bill for participation in the Program, determined by multiplying the Customer's Solar Billing Energy by the sum of the applicable Solar Generation Credit for the Customer's applicable retail service rate, as provided by Schedule No. TXBSP, and the currently applicable Texas fuel charge provided in Schedule No. FFF - Fixed Fuel Factor.

It is understood and agreed, however, that if said Schedule No. TXBSP and Schedule No. FFF rates or provisions are ordered or authorized changed by any competent governmental, regulatory, or other body having jurisdiction in the premises, such changes shall be applied as if incorporated as a part of this Agreement.

Renewable Energy Customers with Agreements with terms of five or ten years will receive the

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Credits

Renewable Energy Credits associated with their subscription amount. The Company will retire all the renewable energy certificates ("RECs") associated with the renewable energy generated by the 50MW portion of the Texas Solar One solar energy generating facility ("TXBSP Facility") that equals the Customer's subscription on behalf of the Customer or transfer them to the Customer if the Customer sets up a Renewable Energy Credit Account with the Electric Reliability of Texas ("ERCOT").

For Customers who receive the RECs associated with the solar generation for their subscription amount, the Company will charge Customer any associated fees ERCOT charges to the Company to retire RECs on behalf of Customer, in the event ERCOT imposes such fees.

Customer acknowledges and agrees that all RECs associated with the renewable energy purchased by Customer under the Program must be retired. The Company does not guarantee the production of energy or the corresponding quantity of RECs generated from the resources supplying the Program.

ARTICLE V

Customer may transfer all or a portion of its subscription in 10 kW blocks to another eligible Customer(s). All such proposed transfers shall be subject to prior written approval from the Company as set forth in this Article IV. The customer taking the transfer of the subscription ("Transferee") must demonstrate that its electric usage meets the eligibility criteria of Schedule No. TXBSP and will accommodate the transfer of the subscription. The Company shall have the sole discretion to approve, deny, or modify a transfer request to meet the requirements of the Program, however, the Company shall not unreasonably condition, delay, or withhold its approval of a transfer request.

**Transfer to Another
Eligible Customer**

At least sixty days prior to the proposed transfer, Customer shall provide written notice to the Company of its request to transfer all or a portion of its subscription. The notice must include: (1) each Customer's name and mailing address; (2) the current service location address; (3) each Transferee's name and service address; (4) the portion of the subscription proposed to be transferred (items 1 through 4 comprising the "Transfer Request"); and (5) the proposed effective date of the proposed transfer. Each Transferee shall submit a written notice to the Company that will include confirmation of Transferee's intent to acquire all or a portion of Customer's subscription and the proposed effective date of the proposed transfer.

The Company will verify the eligibility of the Transferee within a commercially reasonable time frame. If the Company approves the Transfer Request, it will give Customer notice thereof; provided, however, such transfer to a Transferee will not be complete until that Transferee and the Company execute a new Texas Business Solar Service Agreement for the portion to be

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transferred. In addition, no transfer will be effective until the start of the first billing period of the month following the Company's approval. Upon any transfer of a portion of the subscription, Customer will surrender all right, title, and interest in and to that portion of the subscription and, with respect to assignment of the entire subscription, this Agreement. No assignment will extend the term of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their officers, each thereunto duly authorized, the day and year first above written.

CUSTOMER

By _____

EL PASO ELECTRIC COMPANY

By _____