

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

THIS AGREEMENT, 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

Term The term of this Agreement shall be for a period of _____ years from _____, 20____, and shall continue thereafter from year to year unless a written notice to the contrary is given by either party to the other at least thirty (30) days prior to the expiration of the original term or of any renewal thereof.

ARTICLE II

Service Specification and Point of Delivery Said electric energy, up to a maximum load of approximately _____ kilowatts, shall be furnished in the form of _____ phase alternating current at a nominal voltage of _____ volts and a nominal frequency of 60 cycles per second at a point designated by the Company on the Customer's premises located at _____

ARTICLE III

Use of Service Electric energy furnished under this Agreement shall normally be served through one main circuit and only at the voltage specified in Article II and no resale of electric energy shall be permitted. The Company agrees to sell to the Customer electric energy for its entire power and lighting requirements at its local _____ at _____ unless otherwise agreed in writing, and the Customer agrees to pay thereafter, subject to and in accordance with the terms of this Agreement.

ARTICLE IV

Rates The Customer agrees to pay the Company for all electric energy delivered in accordance with the terms of this agreement as specified by the rates and provisions attached hereto, which are made a part hereof and are designated as follows:

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It is understood and agreed, however, that if said 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.

ARTICLE V

Metering

The electric energy furnished hereunder shall be measured at the voltage specified in Article II by such meter or meters as the Company may install.

In case of question as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, upon request, to have them tested, and if necessary, recalibrated with both parties represented at the test.

If the Company's measuring instruments fail to register for any period, unless bypassed or tampered with, the Company shall charge for the power delivered, but not metered, for a period not to exceed three months based upon amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years. When the Company's measuring instruments fail to register accurately, the Customer's billing may be adjusted for a period not to exceed six (6) months unless the meter has been tampered with or bypassed.

ARTICLE VI

Installation
and

The Customer agrees not to connect to the Company's service any motors or other apparatus that have not had the approval of the

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Apparatus Company and further shall not install electrical apparatus on the lines of the Company that will in any way cause undue fluctuation of voltage on the distribution system of the Company or that will interfere with the successful operation thereof.

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ARTICLE VII

Interruption of Supply ***The Company will use reasonable diligence in providing a regular and uninterrupted supply of electricity to the Customer but does not guarantee a constant supply of electricity. The Company is not liable for damage that occurs as a result of fluctuation or interruption that is (a) caused by or results from, in whole or in part, governmental action, litigation, war, public enemies, strikes, acts of God, inclement weather, order of any court or judge granted in a bona fide adverse legal proceeding, fuel shortages, or any order of any commission or tribunal having competent jurisdiction, (b) necessary for repairs or changes in the Company's generating equipment or transmission or distribution systems, (c) due to the negligence of the Company, its employees, servants or agents, and does not constitute gross negligence or willful misconduct, or (d) caused by any other act, event, or occurrence beyond the Company's reasonable control. The Customer expressly waives any right to assert claims against the Company for damages caused by any fluctuation or interruption described in this paragraph. In the event of the Company's gross negligence or willful misconduct, the Company's liability under this paragraph will be limited to the cost of necessary repair or replacement of tangible property damaged or destroyed by the interruption or fluctuation.***

The Company may, without liability, interrupt service to any Customer in the event of any condition that poses a threat to the area power supply if, in the Company's sole judgment, such action may prevent or alleviate such condition.

ARTICLE VIII

Default by Customer If the Customer shall make default in the performance of any of his Customer obligations under this Agreement, the Company may suspend service, such suspension not to interfere with the enforcement by the Company of any rights under this Agreement or of any other legal right

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or remedy. Any delay by the Company in enforcing any of its rights hereunder shall not be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults be deemed a waiver of any other or subsequent default.

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Should the Customer at any time be in default in the payment of sums due under this Agreement, as specified in the attached tariff, then this entire agreement shall, at the election of the Company, be wholly at an end and the parties shall thereby be severally released from all obligations hereunder, save in rights of action then already accrued.

Any dispute with reference to the amount due for power shall not excuse the Customer from paying at the time when payment is called for by this Agreement or the attached tariff, the amount stated by the Company to be due, but the Customer shall be entitled to recover any amount which he may have paid in excess of the amount actually found to be due.

ARTICLE IX

Suspension
of Service

In the event the Customer is unable to operate his plant or other Service equipment in full or in part by reason of accident, act of God, fire, or strike of the Customer's employees, or other similar cause beyond the reasonable control of the Customer and without his neglect the Company will sell and deliver to the Customer electric service to be used at the plant being served under this Agreement during such time as may be reasonably necessary to correct any of the aforesaid conditions on any of the Company's standard rate schedules applicable to the then existing conditions rather than at the rate schedule and under the terms and conditions provided for in this Agreement, but it is agreed that for every month or portion thereof during which service is furnished the Customer under this Article this Agreement shall be extended for a corresponding period beyond its expiration date.

ARTICLE X

Franchises

The covenants of the Company herein contained are conditional upon its securing, at a cost agreeable to it and intervening property owners without expropriation, the necessary rights-of-way, privileges and franchises to enable it to make delivery under this Agreement.

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ARTICLE XI

Liability The electric energy under this agreement is supplied by the Company and purchased by the Customer upon the express condition that the energy so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer, to be used only as herein provided; and the Company shall not, in any event, be liable for loss

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or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Customer's premises, or elsewhere, after it passes the Company's metering equipment, or other point of delivery; or for any loss of damage resulting from the presence, character, or condition of the wires or appliances of the Customer, or for the inspection or repairs thereof.

ARTICLE XII

Assignment This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but the Customer shall not assign any of his rights under this agreement without the written consent of the Company.

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 _____