

*El Paso Electric Company's
2021 Commercial Load Management Program*



**Program Manual
Commercial Load Management Standard Offer Program**

El Paso Electric Company
P.O. Box 982
El Paso, TX 79960

2021 COMMERCIAL LOAD MANAGEMENT PROGRAM

Summary

The El Paso Electric Company (“EPE”) Commercial Load Management Standard Offer Program (“Program”) was developed to achieve energy efficiency goals, as set forth by the Public Utility Commission of Texas (“PUCT”) by providing a way for EPE to quickly reduce electric demand when needed during the Peak Demand Period. Incentives are paid to Project Sponsors on the basis of deemed savings at eligible Project Sponsors’ facilities.

Project Sponsors in the Program (“Project Sponsors” as more specifically defined below) must meet minimum eligibility criteria, comply with all Program rules and procedures, submit all required documentation, enter into a Standard Offer Program Agreement with EPE (the “Agreement”), and curtail a pre-determined load as set forth in the Agreement (the “Contracted Amount”).

The Program will be in effect during the Peak Demand Period (“PDP”), which is from June 1, 2021 through September 30, 2021. PDP is defined as weekdays from 1:00 p.m. to 7:00 p.m. Mountain Daylight Time (MDT). Project Sponsors are required to demonstrate load availability by participating in one scheduled curtailment at the beginning of the PDP. Thereafter, Project Sponsors may be called upon up to four more unscheduled times per program year for a maximum of 15 hours per year, including the scheduled curtailment (each, a “Curtailment”). For each Curtailment, upon notice, the Project Sponsor will have one hour to reduce their load by the Contracted Amount. The Project Sponsor shall monitor load reduction during Curtailments. During a Curtailment, the Project Sponsor will reduce load by at least the Contracted Amount. EPE will not be obligated to pay a Project Sponsor for verified Demand Savings that exceed the amount of the contracted Curtailable kW demand. At their discretion, EPE may choose to pay an incentive for this excess demand should funding become available. The Project Sponsor will then receive an incentive payment at the end of the PDP, calculated as a maximum of \$48 per kW for the average reduction of all Curtailments during the PDP (“Incentive Payment”).

The details of the Program may be modified at any time by changes to the rules of the PUCT.

ELIGIBILITY

- Project Sponsors must be EPE Texas customers taking service at a non-residential distribution level and equipped with an EPE Interval Data Recorder meter or an EPE meter capable of recording demand intervals (each, an “Allowed Meter”).
- Project Sponsors must be capable of curtailing a minimum of 100 kW during the Curtailments at each of its contracted sites, whether one or more. At EPE’s discretion, Project Sponsors with aggregate curtailable load of greater than 100 kW may be eligible for this program.
- EPE customers who currently have special contracted rates, other than the Large Power Interruptible Rate, or are taking service at 69 KV or greater are not eligible for the Program.
- Only the firm demand portion of EPE’s distribution level interruptible customers is eligible for inclusion in this program. Only Interruptible customers in good standing during the past 12-months will be eligible to participate.

APPLICATION PROCESS

The first step to participate in the Program is to complete the Application.

EPE will begin accepting Applications for the 2021 Program at 10:00 a.m. Mountain Standard Time (MST) on April 1, 2021. Application Packets should be sent to the EPE Principal Energy Efficiency Program Analyst, Crystal Enoch, at crystal.enoch@epelectric.com or via fax at (915) 521-4780. Originals are to be sent via mail or hand-delivered to Crystal Enoch.

Once the Application is submitted to EPE, it will be reviewed and, if approved, EPE will reserve funding for the Project Sponsor based on the proposed level of curtailable demand (kW reduction) stated in the Application. Project Sponsors from the prior year will be required to submit an updated Application in order to enroll in the current program.

Generally, Project Sponsors are selected on a first-come, first-served basis; however, EPE reserves the right to prioritize applications for any reason. EPE reserves the right to deny renewal to any Project Sponsor.

EXECUTION OF CONTRACT

The Project Sponsor shall execute the Agreement and EPE must receive this executed Agreement prior to April 30, 2021, or when available funds are extinguished, whichever comes first. The terms of the Agreement will be standard for all Project Sponsors.

MEASUREMENT AND VERIFICATION

Allowed Meters will monitor the Project Site's kW demand during Curtailments, and EPE will perform the Verification Process after any Curtailment (scheduled or unscheduled) occurs. Incentive Payments will be based on actual, verified Curtailments.

Steps in the Verification Process

Following the billing period(s) during which a Curtailment has occurred, the Allowed Meter data will be accessed by EPE to verify actual kW demand savings. The file will be obtained from the EPE Meter Test Section in a Microsoft Excel or Rich Text format showing the month, day, time, and demand (kW) for each of the 30-minute demand intervals for the following time periods: the day of the Curtailment and the previous ten, non-federal holiday, business days.

EPE will review the file for the appropriate Project Site, dates and times and establish the baseline as defined by the Texas Technical Reference Manual (TRM) 8.0 Vol 4 MV Protocols.

INCENTIVES

EPE will pay Project Sponsors the Incentive Payment based upon the average demand reduction for all Curtailments during the PDP. In the event a Project Sponsor fails to curtail the Contracted Amount, EPE reserves the right to decline to make any Incentive and to terminate the Agreement.

Payment of an Incentive Payment to Project Sponsor is expressly and specifically conditioned upon EPE receiving all required notices, submittals and materials from Project Sponsor during the PDP.

The Program is, at all times, subject to the PUCT and its rules, which the PUCT may change at any time.

Incentive Amounts

The Program provides standard incentive prices per kW for demand savings achieved by Project Sponsors. The total Incentive cap for the Program is \$48 for the average reduction of kW for all Curtailments during the PDP. EPE will not be obligated to pay a Project Sponsor for demand savings that *exceed* the amount of the Contracted Amount; however, may do so at its sole discretion should funding become available.

The verification process for all Curtailments must be completed before the Project Sponsor will receive the Incentive Payment. EPE will typically make the Incentive Payment within sixty (60) days of the completion of the PDP

Confidentiality

This Program is subject to oversight by the PUCT, which may request a copy of any Program related materials that EPE receives by any or all Project Sponsors. Information identified to be sensitive or confidential by the Project Sponsor to EPE will be treated confidentially to the fullest extent possible and will not be provided directly to outside parties other than the PUCT. EPE will have no liability to any Project Sponsor or other party as a result of public disclosure of any submittals.

Participation Costs

EPE will not reimburse any Project Sponsor for any costs incurred by participating in the Program, including costs of preparing the Application or reviewing the Agreement.

Submission of False Information

EPE reserves the right to discontinue its evaluation of all submittals and terminate all Agreements with a Project Sponsor if it is determined that any portion of the submission contains false, misleading, or materially incorrect information.

**EL PASO ELECTRIC COMPANY'S
2021 COMMERCIAL LOAD MANAGEMENT PROGRAM**

APPLICATION

Project Sponsor hereby acknowledges the following (check appropriate box and complete the remainder of the form below):

Project Sponsor is acting on its own behalf as its own representative and desires to participate in the El Paso Electric (“EPE”) Commercial Load Management Standard Offer Program (“Program”) at the location identified below (the “Project Site”).

AND:

Participation by Project Sponsor in the Project will result in negative health, safety, or environmental impacts.

OR:

Participation by Project Sponsor in the Project will not result in any negative health, safety, or environmental impacts.

PROJECT SPONSOR INFORMATION

Project Sponsor's Name	
Mailing Address	
Federal Tax ID Number	
Business or Agency Description	
Main Point of Contact (During Curtailments)	
Office Phone Number	
Cell Phone Number	
E-mail Address	
Mobile Carrier (i.e. T-Mobile)	
Text Address (i.e. cell#@tmomail.com)	

Project Site Information Form

Instructions: If Application includes multiple Project Sites, submit one Project Site Information Form for each Site.

PROJECT SITE AND MAIN CONTACT INFORMATION	
Project Sponsor's Name	
EPE Account Number	
Site's Physical Address	
Main Point of Contact (During Curtailments)	
Office Phone Number	
Cell Phone Number	
E-mail Address	
Mobile Carrier (i.e. T-Mobile)	
Text Address (i.e. cell#@tmomail.com)	
SECONDARY POINT OF CONTACT INFORMATION	
Contact Name (During Curtailments)	
Office Phone Number	
Cell Phone Number	
E-mail Address	
Mobile Carrier (i.e. T-Mobile)	
Text Address (i.e. cell#@tmomail.com)	
THIRD POINT OF CONTACT INFORMATION	
Contact Name (During Curtailments)	
Office Phone Number	
Cell Phone Number	
E-mail Address	
Mobile Carrier (i.e. T-Mobile)	
Text Address (i.e. cell#@tmomail.com)	
PROPOSED CURTAILABLE AMOUNT AND CURTAILMENT MANAGEMENT	
Demand to Curtail in KW	
Individual to Manage	
How will Curtailment be Handled? (Generator or Manually Shutting Down Load)	

[Signatures are on the next page.]

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

Date: _____

2021 Commercial Load Management Standard Offer Program Agreement

This 2021 Commercial Load Management Standard Offer Program Agreement (“Agreement” or “Contract”) is entered into by and between _____ (the Project Sponsor,” as more specifically described below) and El Paso Electric Company (“EPE”) on the _____ day of _____, 2021 (the “Effective Date”). The Project Sponsor and EPE agree to a Contracted Amount of kW. Project Sponsor and EPE may be referred to hereinafter individually as a “Party” or collectively as the “Parties”.

WHEREAS, EPE has developed a Standard Offer Program (the “Program”), for its non-residential customer classes; and

WHEREAS, the Program seeks to procure energy savings and peak demand savings through load management at the facilities of such customers; and

WHEREAS, Project Sponsor has developed a plan for participation in the Program through a set of proposed load management measures that decrease electric usage during Peak Demand Periods (“PDP”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Definitions

The following definitions shall apply to the Contract, all amendments thereto, and to related correspondence.

- 1.1 “Acceptance” shall mean the official written notification of acceptance into the Program to Project Sponsor from the authorized representative of EPE.
- 1.2 “Contract Documents” shall mean (i) the Project Sponsor’s approved Application, attached hereto and incorporated herein as Exhibit A and(ii) this Agreement together with any and all other exhibits, addenda, or amendments referenced herein or made a part hereof in accordance with this Agreement, attached to and incorporated herein as Exhibit B.

- 1.3 “Contracted Amount” shall mean the equipment, material, or systems at a Project Site that is identified in the Application as load that will be curtailed at the request of EPE pursuant to the Program.
- 1.4 “Curtailement” shall mean the reduction of load by the Contracted Amount at the request of EPE pursuant to the Program.
- 1.5 “Demand Savings” shall mean a quantifiable reduction in demand (“kilowatt” (“kW”)).
- 1.6 “Governmental Authority” shall mean any federal, state, local or municipal governmental body or agency or subdivision thereof, including, but not limited to, any legislative or judicial body, having appropriate jurisdiction to exercise authority or control over EPE, or any part or all of the Work to be performed under this Agreement.
- 1.7 “IDR” shall mean Interval Data Recorder.
- 1.8 “Incentive Budget” shall mean the amount of money budgeted by EPE for the Program in each year of the Project.
- 1.9 “Incentive Payment” shall mean payment made by EPE to a Project Sponsor under the Program.
- 1.10 “Load Management” shall mean load control activities that result in a reduction in peak demand on an electric utility system.
- 1.11 “Measurement and Verification” shall mean activities intended to determine the actual energy and demand savings resulting from Energy Efficiency Projects as described in this section.
- 1.12 “Off-Peak Demand Period” shall mean the period during which the demand on an electric utility system is not at or near its maximum. For the purpose of this section, off-peak demand period includes all hours that are not in the peak period.
- 1.13 “Peak Demand” shall mean electrical demand at the times of highest annual demand on the utility’s system.

- 1.14 “Peak Demand Period” shall mean the period from June 1 through September 30, 2021 during the hours from 1:00 p.m. to 7:00 p.m.
- 1.15 “Project Sponsor” shall mean a non-residential distribution system customer of EPE that owns or leases facilities at a Project Site, that has entered into a Project Sponsor Agreement with the utility, and is the provider of the load management measure being implemented under this Agreement.
- 1.16 “Notice” shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Contract.
- 1.17 “Personnel” shall mean Project Sponsor’s employees or subcontractor employees performing Work under this Contract.
- 1.18 “Project Site” shall mean the location of a Project Sponsor’s Curtailable Load, as identified in the Application. For the purposes of this Agreement, multiple facilities representing Curtailable Load may be combined into one Project Site as long as they are connected to a single IDR meter and with approval of EPE. The total Curtailable Load at a Project Site must have a recorded history pattern of 100 kW or more demand usage and when interrupted in operation must result in a measurable and verifiable reduction in peak demand.
- 1.19 “Project Sponsor Contact Telephone Number” shall be the telephone number identified in the Application as the telephone number that EPE will call to notify Project Sponsor of a required Curtailment.
- 1.20 “PUCT” shall mean the Public Utility Commission of Texas.
- 1.21 “Scheduled Curtailment” shall mean a Curtailment that is pre-scheduled by EPE to occur at the beginning of the PDP in every year of the Project.
- 1.22 “Subcontractor” shall mean any person, firm, partnership, association, joint venture, company, corporation or other entity, regardless of tier, engaged by Project Sponsor to provide any part of the Work under this Contract.

1.23 “Unscheduled Curtailment” shall mean a Curtailment that is requested by EPE.

2.0 TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated as set forth herein, shall continue in force and effect until payment by EPE of the Incentive Payment. At EPE’s discretion, Parties to this Agreement may extend the term to additional program years by executing an Amendment to this Agreement.

3.0 COMPLIANCE WITH THE PROGRAM MANUAL

3.1 By executing this Agreement, Project Sponsor acknowledges that it received a copy of the Program Manual prior to submission of its Project Application. Project Sponsor represents and affirms that its participation in the Program has at all times been in compliance with the procedures and conditions set forth in the Program Manual and that any failure to comply therewith may be treated as a breach of this Agreement notwithstanding the fact that such failure occurred prior to the execution of this Agreement. Project Sponsor also acknowledges that it meets or exceeds all of the qualifications required to participate in the Program as described in the Program Manual and that failure to meet the qualifications therein may be treated as a breach of this Agreement.

3.2 Procedures or conditions set forth in the Program Manual may only be waived or modified by written agreement of both Parties. Any such agreement shall be attached hereto and incorporated herein for all purposes.

4.0 PROJECT

4.1 By executing this Agreement, Project Sponsor warrants and represents that it is aware of, is in compliance with, and will continue to comply for the term of this Agreement with, all of the Contract Documents and all applicable laws and regulations **related** to the Program.

4.2 One Scheduled Curtailment shall be required to be implemented by the Project Sponsor at each Project Site at the beginning of the Peak Demand Period in each calendar year of the Project. A maximum of four

Unscheduled Curtailments shall be required to be implemented by the Project Sponsor at each Project Site during the Peak Demand Period. For curtailments:

4.2.1 All Curtailments shall be implemented at the time and for the duration specified by EPE.

4.2.2 EPE must notify Project Sponsor at least one hour prior to the required start-time of any Curtailment. A representative of the Project Sponsor must be available to respond to any call to curtail made to the Project Sponsor during the Peak Demand Period.

4.2.3 Project Sponsor may change the Project Sponsor Contact information by providing notice to the Program Coordinator a minimum of two business days prior to the date that the new Project Sponsor Contact information is to become effective. In order for a change in Project Sponsor Contact information to be valid, Project Sponsor must verify that the EPE Program Coordinator has actually received such notice by the above-mentioned deadline.

5.0 SAFETY AND HEALTH

- 5.1 Project Sponsor shall be solely responsible for the safety and health of Project Sponsor's Personnel, its Subcontractors' Personnel, and other persons required in the execution of the Work.
- 5.2 Project Sponsor shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to all Personnel engaged in the Work and any other persons who may be affected thereby.
- 5.3 Project Sponsor shall be solely responsible for adhering to governmental health, safety, and environmental laws and regulations.

6.0 INDEMNITY

6.1 PROJECT SPONSOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPE AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR INJURIES, DEATH OR PROPERTY DAMAGES OR LOSS (INCLUDING INJURIES, DEATH OR PROPERTY DAMAGES SUFFERED BY PROJECT SPONSOR OR ITS AGENTS, EMPLOYEES OR CONTRACTORS) WHICH OCCURRED, OR ARE ALLEGED TO HAVE OCCURRED DIRECTLY AS A RESULT OF (i) PROJECT SPONSOR'S OR ITS SUBCONTRACTOR'S PARTICIPATION IN ANY STAGE OF THE PROGRAM; OR (ii) AN ACT OR OMISSION OF PROJECT SPONSOR IN ITS PERFORMANCE OF WORK OR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, LOSSES, DAMAGES AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY OR OTHERWISE) ALLEGING EPE'S NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY IS A JOINT AND CONCURRING CAUSE OF THE INJURIES, DEATH OR PROPERTY DAMAGE.

6.2 IN ADDITION TO THE INDEMNITIES AND OTHER PROTECTIONS PROVIDED UNDER THIS ARTICLE 7, PROJECT SPONSOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPE AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS,

ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, LIABILITIES, EXPENSES, CONTRIBUTIONS, REMEDIATION OR CLEANUP COSTS, OR OTHER LOSSES OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING FROM, ASSOCIATED WITH, OR RELATING IN ANY WAY TO:

6.2.1 ANY BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT OF PROJECT SPONSOR CONTAINED IN THIS AGREEMENT;

6.2.2 ANY VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, OR POLICY RESPECTING PROTECTION OF THE ENVIRONMENT, HEALTH, AND/OR SAFETY (HEREINAFTER "EHS LAWS") ASSOCIATED WITH OR RELATED IN ANY WAY TO THE PROJECT;

6.2.3 ANY RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE OR OTHER MATERIAL OR SUBSTANCE REGULATED UNDER ANY EHS LAW RELATING IN ANY WAY TO THE PROJECT.

6.2.4 THE ENVIRONMENTAL INDEMNITY PRESCRIBED BY THIS ARTICLE 7 SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS ARISE FROM THE JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR WILLFUL MISCONDUCT OF OR BREACH OF CONTRACT BY EPE.

6.2.5 THE REPRESENTATIONS, WARRANTIES, COVENANTS, INDEMNITIES, AND OTHER OBLIGATIONS OR PROTECTIONS PROVIDED BY PROJECT SPONSOR PURSUANT TO THIS ARTICLE 7 SHALL NOT BE LIMITED BY TIME AND SHALL SURVIVE THE COMPLETION OF THE PROJECT OR ANY OTHER COMPLETION, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.0 STANDARDS, CODES, LAWS AND REGULATIONS

- 7.1 Project Sponsor shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Project.
- 7.2 Project Sponsor shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Project.

8.0 INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

- 8.1 Project Sponsor agrees to perform the Work as an independent contractor and not as a subcontractor, agent or employee of EPE.
- 8.2 Project Sponsor shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Agreement requirements.
- 8.3 There shall be no contractual relationship between EPE and any of the Project Sponsor's Subcontractors or suppliers, arising out of or by virtue of this Agreement.

9.0 ASSIGNMENT AND SUBCONTRACTING

Any permitted assignment of this Agreement, or any delegation of any duties hereunder, shall not relieve Project Sponsor of any of its obligations hereunder.

10.0 TERMINATION FOR CAUSE OR CONVENIENCE

- 10.1 Either Party shall have the right to terminate this Agreement at any time by written Notice to the other Party.
- 10.2 In the event of termination, those provisions of this Agreement that by their nature continue beyond the Termination of this Agreement shall remain in full force and effect after such termination.

11.0 COMPLETE AGREEMENT

This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed by duly authorized representative.

12.0 FILING A COMPLAINT WITH THE PUCT

The Project Sponsor may file a complaint with the PUCT concerning the Program. Although informal complaints may be made by telephone, it is best to submit them in writing. No special form is needed, but statements should be complete and clear so that the PUCT staff has all the facts.

The complaint should include the following information:

- Your name, address, and telephone number
- Company's name, address, and telephone number
- Account number, if any
- An explanation of the facts and the specific resolution you are seeking
- Any documentation to support your complaint

If you have a complaint or inquiry, following is the contact information for the PUCT:

Questions, Inquiries, or Complaints:

- Call:** 1-888-782-8477 or in Austin (512) 936-7120 (TTY 1-800-735-2988)
- Fax:** (512) 936-7003
- E-mail:** customer@puc.texas.gov

File a Complaint Online:

<https://www.puc.texas.gov/consumer/complaint/Complaint.aspx>

By Mail:

PUC - Customer Protection
P.O. Box 13326
Austin, TX 78711-3326

13.0 EFFECT OF HEADINGS

Article headings appearing in this Agreement are for convenience and reference only and shall in no way be construed to define, limit or interpret the text hereof.

14.0 APPLICABLE STATE LAW

The rights, obligations and remedies of the parties to this Contract shall be interpreted and governed in all respects by the laws of the State of Texas. Should any provision of this Contract or part thereof, or the application of any provision or part thereof, be judicially determined to be illegal or invalid or otherwise unenforceable, the validity of the remaining provisions or parts thereof and other applications of such provisions or parts thereof shall not be impaired.

15.0 NOTICES AND CORRESPONDENCE

15.1 All Notices or correspondence required by this Agreement shall be in writing, and either delivered in person or sent by registered or certified mail to the appropriate individual at the following addresses:

To EPE:

El Paso Electric Company

Attn: Energy Efficiency Department

100 N. Stanton Street

El Paso, TX 79901

To Project Sponsor: Address stated on the Project Application Page.

15.2 Either of the parties may, at any time, change its mail or delivery address by giving the other party ten (10) days prior written Notice.

[Signatures are on the next page.]

PROJECT SPONSOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EL PASO ELECTRIC COMPANY

Signature: _____

Printed Name: Susanne Stone

Title: Director-Energy Efficiency & Commercial Services

Date: _____

EL PASO ELECTRIC COMPANY

Signature: _____

Printed Name: Crystal A. Enoch

Title: Principal Energy Efficiency Program Analyst

Date: _____