

**ATTACHMENT A**

**Form Of Service Agreement For  
Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of month, Day, Year is entered into, by and between El Paso Electric Company (the Transmission Provider), and ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

El Paso Electric Company \_\_\_\_\_

Attention: System Operations M/S 751 \_\_\_\_\_

P.O. Box 982 \_\_\_\_\_

El Paso TX 79960 \_\_\_\_\_

Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: \_\_\_\_\_ Dir. System Operations \_\_\_\_\_  
Name: Abel Bustillos Title Date

Transmission Customer:

By: \_\_\_\_\_ \_\_\_\_\_  
Name: Title Date

**Specifications For Long-Term Firm Point-To-Point  
Transmission Service**

1.0 Term of Transaction: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.  
\_\_\_\_\_

3.0 Point(s) of Receipt: \_\_\_\_\_

4.0 Delivering Party: \_\_\_\_\_

5.0 Point(s) of Delivery: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

6.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
\_\_\_\_\_

7.0 Designation of party(ies) subject to reciprocal service obligation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 Name(s) of any Intervening Systems providing transmission service: \_\_\_\_\_  
\_\_\_\_\_

9.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

9.1 Transmission Charge: \_\_\_\_\_  
\_\_\_\_\_

9.2 System Impact and/or Facilities Study Charge(s):  
\_\_\_\_\_  
\_\_\_\_\_

9.3 Direct Assignment Facilities Charge: \_\_\_\_\_  
\_\_\_\_\_

9.4 Ancillary Services Charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_