

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 25

LARGE POWER SERVICE RATE

The On-Peak Period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, June through September. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

No other options or riders are applicable to consumption covered under this rider. Both separately metered TES systems and total building loads must be served under this rate schedule.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

If a Customer's highest measured thirty (30) minute average kW load falls below 600 kW during the current month and previous eleven (11) consecutive month period, the Customer shall be placed on the General Service Rate Schedule No. 24. Should the Customer's highest measured thirty (30) minute average kW load exceed 600 kW in any month thereafter, the Customer shall be returned to the Large Power Service Rate Schedule No. 25.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Company.

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PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 26

PETROLEUM REFINERY SERVICE RATE

APPLICABILITY

This rate schedule is available to Customers operating petroleum refining facilities whose highest measured demand, as defined by the Determination of Billing Demand, exceeds 3,000 kilowatts (kW).

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule shall be alternating current 60 hertz, three phase at a transmission voltage of not less than 115,000 volts. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

Customer Charge (per meter per month)	\$104.36	
Transmission Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per kW	\$20.92	\$16.72
Energy Charge per kWh	\$0.00783	\$0.00783

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months.

MONTHLY MINIMUM CHARGE

The monthly minimum charge will be the Customer Charge plus the applicable Demand Charge, Other Applicable Riders, Tax Adjustment, plus any applicable Facility Charge.

FACILITY CHARGE

The Facility Charge shall be made for necessary construction costs incurred by the Company on behalf of the Customer. The amount and duration of the Facility Charge shall be determined by separate agreement between the Company and the Customer as part of the applicable facility construction.

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PETROLEUM REFINERY SERVICE RATE

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load in the billing month.

The billing demand (in kW) will be the highest of:

- A. 3,000 kW; or
- B. The Maximum Demand, adjusted by the Meter Voltage Adjustment, if applicable; or
- C. 65% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month.

The Company may refuse service to another customer at the same address when service is terminated to avoid or evade payment of the minimum demand charges as set forth in this rate schedule.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (C) above.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company

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PETROLEUM REFINERY SERVICE RATE

riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

Specific terms applicable to service under this rate schedule are as covered in various written agreements pursuant to such service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

APPLICABILITY

This rate schedule is available to Customers who desire overhead outdoor lighting service under the conditions specified herein.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule is contracted for by the Customer for overhead lighting service from outdoor, all-night, automatically controlled, standard mercury vapor (refer to Mercury Vapor (MV) Closed to New Installations and Conversion/Replacement of Existing Installations section of this rate schedule), High Pressure Sodium Vapor (HPSV), Metal Halide (MH), and Light-Emitting Diode (LED) lamps mounted on Company-owned wood poles.

MONTHLY RATES

**MERCURY VAPOR * – OVERHEAD SYSTEM
COMPANY-OWNED WOOD POLE**

	Total Wattage	Per Single Fixture Charge
175W – 7,000 Lumen – 35 FT (CLOSED)	195	\$13.32
250W – 11,000 Lumen – 35 FT (CLOSED)	275	\$15.31
400W – 20,000 Lumen – 35 FT (CLOSED)	460	\$19.84

* Refer to Mercury Vapor Closed to New Installations and Conversion/Replacement of Existing Installations section of the tariff.

**HIGH PRESSURE SODIUM VAPOR – OVERHEAD SYSTEM
COMPANY-OWNED WOOD POLE**

	Total Wattage	Per Single Fixture Charge
100W – 8,500 Lumen – 35 FT	124	\$11.64
150W – 14,400 Lumen – 35 FT	193	\$13.34
250W – 23,200 Lumen – 35 FT	313	\$16.23
400W – 50,000 Lumen – 35 FT	485	\$20.46

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SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

**HIGH PRESSURE SODIUM VAPOR FLOODLIGHT
ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)**

	Total Wattage	Per Single Fixture Charge
100W – 9,500 Lumen	137	\$7.57
250W – 27,500 Lumen	330	\$12.24
400W – 50,000 Lumen	490	\$16.09
1000W – 119,500 Lumen	1,103	\$31.83

**METAL HALIDE FLOODLIGHT ON EXISTING WOOD POLE
(DISTRIBUTION OR LIGHTING)**

	Total Wattage	Per Single Fixture Charge
400W – 38,000 Lumen 35' Pole (CLOSED)	490	\$16.53
1000W – 115,000 Lumen 35' Pole	1,100	\$31.89

**HIGH PRESSURE SODIUM VAPOR FLOODLIGHT
WITH NEW COMPANY WOOD POLE**

	Total Wattage	Per Single Fixture Charge
100W – 9,500 Lumen 35' Pole	137	\$12.27
250W – 27,500 Lumen 35' Pole	330	\$16.94
400W – 50,000 Lumen 35' Pole	490	\$20.79
1000W – 119,500 Lumen 35' Pole	1,103	\$36.53
1000W – 119,500 Lumen 45' Pole	1,103	\$37.33

**METAL HALIDE FLOODLIGHT
WITH NEW COMPANY WOOD POLE**

	Total Wattage	Per Single Fixture Charge
400W – 38,000 Lumen 35' Pole (CLOSED)	490	\$24.99
1000W – 115,000 Lumen 35' Pole	1,100	\$36.92
1000W – 115,000 Lumen 45' Pole	1,100	\$38.07

**LIGHT-EMITTING DIODE
ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)**

	Total Wattage	Per Single Fixture Charge
31W – 100W LED (equivalent to 150W HPSV)		\$8.17

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SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

LIGHT-EMITTING DIODE
ON COMPANY-OWNED 35 FOOT WOOD POLE

		Per Single Fixture Charge
31W – 100W LED (equivalent to 150W HPSV)		\$10.20

LIGHT-EMITTING DIODE
FLOODLIGHT ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)

		Per Single Fixture Charge
31W – 100W LED (equivalent to 150W HPSV)		\$8.23
101W – 200W LED (equivalent to 400W HPSV)		\$11.54
250W – 400W LED (equivalent to 1000W HPSV)		\$16.79
400W – 500W LED		\$18.73

LIGHT-EMITTING DIODE
FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT WOOD POLE

		Per Single Fixture Charge
31W – 100W LED (equivalent to 150W HPSV)		\$10.27
101W – 200W LED (equivalent to 400W HPSV)		\$13.59
250W – 400W LED (equivalent to 1000W HPSV)		\$19.13

LIGHT-EMITTING DIODE
FLOODLIGHT WITH NEW COMPANY-SUPPLIED 40 FT WOOD POLE

		Per Single Fixture Charge
250W – 400W LED (equivalent to 1000W HPSV)		\$19.52

LIGHT-EMITTING DIODE
FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT DIRECT EMBEDDED POLE
FOR UG ONLY (BORDER LIGHTING ONLY)

		Per Single Fixture Charge
250W – 400W LED (equivalent to 1000W HPSV)		\$23.85
2-250W – 400W LED (equivalent to 1000W HPSV)		\$35.85

LIGHT-EMITTING DIODE
FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT WOOD POLE FOR UG ONLY

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SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

(BORDER LIGHTING ONLY)

		Per Single Fixture Charge
250W – 400W LED (equivalent to 1000W HPSV)		\$23.85
2-250W – 400W LED (equivalent to 1000W HPSV)		\$34.66

FACILITIES PROVIDED

The Company will install a wood pole, luminaire and necessary equipment and extend overhead secondary wiring up to 160 feet where necessary. The Company will own, operate and maintain the installation. Facilities necessary to provide lighting in addition to above will be paid for by the Customer and billed under the applicable rate schedule. All facilities installed by the Company will remain the property of the Company. The Company has the option to not install poles and/or luminaires in areas inaccessible to Company vehicles.

MERCURY VAPOR CLOSED TO NEW INSTALLATIONS AND CONVERSION / REPLACEMENT OF EXISTING INSTALLATIONS

Mercury Vapor lamp categories are closed to new installations. The Company will continue to maintain existing Mercury Vapor installations and will, at the Company's option, install High Pressure Sodium Vapor ballasts in place of defective non-repairable Mercury Vapor ballasts. Customers with existing fixtures which are defective and must be replaced will have the option to convert its service to high pressure sodium vapor lamps or may cancel service at no cost.

Mercury Vapor Fixture Replacement Schedule

For Company-owned lights, when existing mercury vapor fixtures require replacement, the Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting			High Pressure Sodium Vapor Replacement		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
195	7,000	70	124	8,500	44
275	11,000	98	313	23,200	112
460	20,000	164	313	23,200	112

At the time of the replacement, the Customer will be billed at the applicable rate charge and associated kWh usage for the High Pressure Sodium Vapor replacement lighting.

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SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

Mercury Vapor Fixture Conversion Or Replacement Of Existing Facilities

Upon the request of the Customer, the Company will convert or replace existing Company owned Mercury Vapor lighting to applicable Company offered street lighting options other than those indicated above.

Upon the request of and payment by the Customer, the Company will convert existing Company owned facilities (size or type of lamp) to a different applicable Company offered size or type of luminaire at an amount equal to all applicable costs less the salvage value of the existing facilities.

Upon the request of and payment by the Customer, the Company will replace existing Company owned lighting facilities at an amount equal to all applicable costs less the salvage value of the existing facilities. Installation of new facilities requested by the Customer will be performed pursuant to the applicable Schedule and lamp category described above.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

LAMP KWH CALCULATION

For purposes of determining the applicable kWh charges, the kWh is the expected kWh for the size of the lamp used.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 28

AREA LIGHTING SERVICE RATE

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

The initial Term of Contract for service under this rate schedule shall be not less than two (2) years. Specific terms applicable to service under this rate schedule are as covered in various written agreements pursuant to such service.

The Company reserves the right to remove all equipment furnished under this rate schedule, after issuance of disconnect notice, and void the contract if in the opinion of the Company, there is excessive breakage or vandalism of its facilities.

The Customer remains responsible for any balance remaining on any voided contract which will be applied to the Customer's bill.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30

ELECTRIC FURNACE RATE

APPLICABILITY

This rate schedule is closed to new service applications from new or existing Customers.

This rate schedule is available for lighting and power service to customers with electric furnaces for metal melting where an individual furnace has a name plate rating of 5,000 kilowatts (kW) or more.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule shall be at a transmission voltage of 69,000 volts or higher. The Customer shall furnish and maintain any transformers, regulating equipment and devices required for the furnace operation. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATE

Customer Charge (per meter per month)	\$19.27
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Transmission Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per kW	\$16.25	\$11.87
Energy Charge per kWh		
On-Peak Period	\$0.15579	-----
Off-Peak Period	\$0.00814	\$0.00814

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday for the Summer months. There is no On-Peak Period for the Non-Summer months.

The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30

ELECTRIC FURNACE RATE

Determination of Billing Demand – Standard Time of Day (TOD) Service

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load.

The billing demand (in kW) will be the highest of:

- A. 5,000 kW; or
- B. The Maximum Demand; adjusted by the Meter Voltage Adjustment, if applicable; or
- C. 65% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (C) above.

MONTHLY MINIMUM CHARGE

The monthly minimum charge will be is the Customer Charge plus the applicable Demand Charge, Applicable Riders, and Tax Adjustment.

In the event the Customer has signed a contract for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this rate schedule shall be that amount specified in the power sales agreement for firm demand.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30

ELECTRIC FURNACE RATE

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

Specific terms applicable to service under this rate schedule are as covered in various written agreements pursuant to such service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 31

MILITARY RESERVATION SERVICE RATE

APPLICABILITY

This rate schedule is available for lighting and power service to the United States Department of Defense for electric service to the Fort Bliss Military Reservation for a minimum contract capacity of 15,000 kilowatts (kW).

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be alternating current 60 hertz, three phase at the transmission voltage of 115,000 volts. All service will be taken at the point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATE

Customer Charge (per meter per month)	\$132.49
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Transmission Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per kW	\$19.76	\$15.38
Energy Charge per kWh		
On-Peak Period	\$0.12761	-----
Off-Peak Period	\$0.00522	\$0.00522

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday for the Summer months.

There is no On-Peak Period for the Non-Summer months.

The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

MONTHLY MINIMUM CHARGE

The monthly minimum charge will be the Customer Charge plus the applicable Demand Charge, Applicable Riders, and Tax Adjustment.

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SCHEDULE NO. 31

MILITARY RESERVATION SERVICE RATE

If the Customer has signed a power sales agreement for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this rate schedule shall be that amount specified in the power sales agreement for firm demand.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load in the billing month. The measured demand will be adjusted for billing when the Metering Adjustment clause is applicable.

The billing demand (in kW) will be the highest of:

- A. 15,000 kW; or
- B. The maximum demand, adjusted per the metered adjustment provision; or
- C. The demand used for billing shall never be less than 65% of the highest measured demand (adjusted for the Metering Adjustment clause) established during the billing months of June through September in the twelve (12) month period ending with the current month, nor less than the minimum contract capacity.

METERING ADJUSTMENT

- A. Company metering equipment is installed on the low voltage (14.4 KV) side of substation transformation, therefore, for billing purposes, (1) the metered kW demands shall be increased by 1.035% and (2) the metered kWh usages shall be increased by 0.825%. For purposes of this adjustment, the Ben Milam School kW demand and kWh usage shall be subtracted from the Fort Bliss kW demand and kWh usage before the adjustment.
- B. Ben Milam School. Ben Milam School is located within the Fort Bliss Military Reservation but is a school of the El Paso Independent School District. Presently, Ben Milam School is serviced through Fort Bliss facilities. To compensate Fort Bliss for this usage, the Company shall deduct from Fort Bliss' demand billing, Ben Milam's actual measured demand and energy each month.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

$$\begin{aligned} \text{ADJ} &= ((\text{kW} \times .95 / \text{PF}) - \text{kW}) \times \text{DC}, \text{ where} \\ \text{ADJ} &= \text{Increase to applicable Demand Charge,} \\ \text{kW} &= \text{Maximum Demand,} \end{aligned}$$

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SCHEDULE NO. 31

MILITARY RESERVATION SERVICE RATE

PF = Monthly measured Power Factor, and
DC = Demand Charge.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

Specific terms applicable to service under this rate schedule are as covered in various written agreements pursuant to such service.

The Term of Contract under this rate schedule shall not be less than two (2) years.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

APPLICABILITY

This rate schedule is available for the additional maximum demand of an existing Customer or for the total maximum demand of a new Customer. The minimum monthly billing demand for any Customer to be eligible for service under this rate schedule must be at least 500 kilowatts (kW). The Economic Development Rate Rider ("EDR") is only available to Customers who take service under Rate Schedules No. 15 Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service and No. 30 Electric Furnace Rate. A New Customer must not have taken electric service from the Company in New Mexico or Texas within the twelve (12) consecutive months prior to requesting the EDR. An Existing Customer must have taken electric service from the Company for a period of at least twelve (12) consecutive months prior to requesting the EDR and must have a proposed incremental demand of at least 100 kW. The availability of this rate schedule will be limited to 150 MW of total applicable demand for all participating Customers at any one time. Participation will be based upon the date on which Customers complete all requirements for participation.

This rate schedule is available for the additional demand of existing businesses or new businesses and industries in the following targeted sectors:

- Basic manufacturing industries, for example, industries which manufacture a product for sale or resale, but does not include construction;
- Regional warehousing and distribution facilities;
- Scientific and industrial research and development facilities;
- Data centers, including network hubs and server farms;
- Corporate relocations to the Company's service area, where the Corporation takes electric service in its own name;
- Correctional facilities; and
- Non-retail facilities receiving tax abatements.

With the exception of data centers, including network hubs and server farms, new and existing customers taking service under this rate schedule and not qualifying under the Load Retention Applicability Provision must permanently increase employment by a minimum of two (2) full-time employees per 100 kW of new or additional load. The customer must furnish the Company with a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the number of Qualifying Employees directly associated with the new or increased connected load. The Customer must also furnish the Company with similar affidavits stating the actual number of Qualifying Employees as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

Data centers, including network hubs and server farms, who are new and existing

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Customers not qualifying under the Load Retention Provision must qualify for, and have received, economic incentives from the applicable governmental entity pursuant to Chapters 380 or 381 of the Texas Local Government Code. The Customer must furnish the Company a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the economic incentives provided pursuant to Chapter 380 and/or Chapter 381 of the Texas Local Government Code as well as documentation from the applicable governmental entity confirming such incentives associated with the new or increased connected load. The Customer must also furnish the Company similar affidavits and documents from the applicable governmental entity stating the continued provision of economic incentives as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

Customers not qualifying under the Load Retention Provision must also furnish the Company with a notarized affidavit from an officer, owner, or other official responsible for the decision that resulted in the new load or addition thereto, confirming that availability of this rate schedule was an important contributing factor in the Customer's decision to add the new or additional load. The Company reserves the right to verify the statements included in each Customer's affidavit.

This rate schedule is not available to Customers who have another source of power which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service.

LOAD RETENTION APPLICABILITY PROVISION

This rate schedule is also available to Customers that have taken service from the Company for a period of at least twelve (12) consecutive months, have a minimum monthly demand of at least 500 kW and are served under the rate schedules identified above, which meet the following criteria:

1. The Customer must provide notice to the Company that they will request termination of electrical service for either all or a portion of their load or demonstrate that they will leave the Company's system, or discontinue or curtail operations for financial reasons, and
2. The Customer must submit a notarized affidavit from an officer, owner or other appropriate official of the Customer that attests to the fact that but for the Economic Development Rate Rider, the Customer will discontinue or curtail operations or relocate operations outside the Company's service territory. The Company reserves the right to verify the statements included in a Customer's affidavit.

Customers that qualify under this provision are not required to meet any employment

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

requirements.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available will be determined by the Company and will either be single or three phase, at the option of the Company, and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company and will be measured by a single meter of each kind needed. Discounts available under this rate schedule will be applicable to the voltage under which the Customer is currently or projected to receive service.

DEFINITIONS:

Base Period - For an existing Customer, the "Base Period" will be the twelve (12) months immediately preceding the month that service is requested under this rate schedule. For a New Customer, there is no Base Period.

Base Period Demand - For an existing Customer that does not qualify under the Load Retention Provision, the Maximum Demand, as defined in the Customer's applicable retail rate schedule, for the Base Period will be used to determine the additional demand to be billed under this rate schedule. In the event an existing Customer installs energy efficiency measures that reduce its demand, the Maximum Demand for the Base Period will be adjusted to compensate for any such verified demand reduction. For Load Retention Provision Customers, the Maximum Demand for the Base Period will be used to determine the maximum demand to which the demand credit is applied.

Existing Customer – As defined in the Applicability section of this rate schedule.

Full Time Employment - "Full-time employment" is that employment existing at the end of the Base Period for those whose employment has been regularly scheduled for at least 1,500 hours during the Base Period for the purpose of normal operations. Full-Time Employment for new Customers will be mutually agreed upon between the Company and the Customer. Employment verification procedures will be mutually agreed upon between the Company and the Customer.

Incremental Cost – For purposes of this rate schedule, incremental cost, at a minimum, shall include all additional costs incurred to serve the Customer taking service under this rate schedule that would not otherwise have been incurred.

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Incremental Demand – For purposes of this rate schedule, incremental demand is all kW billing demand above the Base Period Demand and represents the additional demand to be billed at the discounted Economic Development Rate (EDR) pursuant to this rate schedule.

New Customer – As defined in the Applicability section of this rate schedule.

Qualifying Employee – As defined in the Applicability section of this rate schedule.

MONTHLY RATE

The Economic Development Rate shall be the retail rate schedule currently in effect and applicable to Customer, except as modified by this section. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

The Company may enter into negotiations with the Customer for a mutual agreement to establish lower rates not less than the Company's incremental cost of power and energy as estimated over the term of the agreement.

The rates pursuant to the agreement will be applied to the additional maximum demand for Customers not qualifying under the Load Retention Provision.

For Customers qualifying under the Load Retention Provision, rates pursuant to the agreement will be applied to the lesser of the demands during the Base Period or the amount of at-risk load identified in the affidavit provided by the Customer.

If applicable, sufficient documentation of the cost estimates used in determining the economic feasibility of an alternative generation source shall be provided to the Company for the Company's review

The Company, at its option, will annually review its incremental cost of providing service to a contracted Load Retention Customer to determine if such costs exceed the Customer's contracted charges. Should the incremental costs exceed the Customer's contracted rate, the Company will adjust the charge to be above or equal to the incremental cost.

The negotiated agreement shall be subject to review and approval by the appropriate regulatory authority and verification by the Public Utility Commission of Texas (PUCT), pursuant to PURA Section 36.007, which requires that the Company's allocable costs of serving a Customer paying discounted rates are not borne by the Company's other Customers.

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the PUCT and available for inspection at Company offices. The provisions of any agreement associated with service under this rate schedule are also applicable.

A Customer that has not established a prior service history with the Company will be classified under the appropriate rate schedule in accordance with the demand estimate performed by the Company.

Existing businesses changing ownership, location or name do not qualify as new Customers. Those businesses must assume the same Base Period kW as though they were continuing businesses since neither new jobs nor new capital investment are created in the Company's service territory. Those businesses may qualify for the Economic Development Rate Rider as any other existing business does. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new Customer. The designation as a new Customer shall be determined by the Company, subject to the Customer's right to seek PUCT review of such determination.

In the event the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the base period Maximum Demand, Schedule Nos. 15, 24, 25, 26, or 30, as applicable, will prevail. If the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the Base Period Maximum Demand, the agreement between the Company and the Customer will be void and the Customer will take service under Schedule Nos. 15, 24, 25, 26, or 30, as applicable.

The Company retains the right to modify specific Customer contracts, with notice, to ensure compliance with PUCT regulation.

The Company retains the right to modify this rate schedule, with notice and upon Commission approval, as economic conditions in its Texas service area dictate.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 34

COTTON GIN SERVICE RATE

APPLICABILITY

This rate schedule is available to cotton gins for the purchase of their entire power requirements from the Company and is applicable to electric service furnished to the cotton gin other than separately metered lighting and miscellaneous office electric load furnished to the cotton gin.

The separately metered lighting and miscellaneous office electric load will be billed under the applicable rate schedule.

The Customer's operating season will start September 1st of each year or such later date as the Customer first takes service. The operating season shall not be for a period of less than three (3) months, and the season shall not last longer than eight (8) months or April 30th of the following year, whichever comes first. Service taken during any time other than the regular operating season will be billed on the applicable rate schedule.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at the point of delivery designated by the Company and at one of the Company's standard types of service. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATE

Customer Charge (Payable in three installments beginning with the first month of the operating season as defined above)			\$592.50
Demand and Energy Charges	Summer (September)	Non-Summer (October – April)	Out of Season (May – August)
Monthly Demand Charge per kW	\$11.52	\$11.52	see applicable rate schedule
Monthly Energy Charge per kWh	\$0.08265	\$0.05265	

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 34

COTTON GIN SERVICE RATE

DETERMINATION OF BILLING DEMAND

Maximum demand will be defined as the highest measured thirty (30) minute interval kW load in the preceding twelve (12) month period ending with the current month. Billing demand will be the maximum demand.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38

NOTICED INTERRUPTIBLE POWER SERVICE

APPLICABILITY

The availability of this rate schedule will be limited to a maximum of 75 megawatts (MW) of total applicable interruptible demand for all participating Customers at any one time, as measured by the difference between each customer's contracted firm demand and each customer's expected maximum demand at the time of the Company's expected native system peak; however, this limitation of 75 MW will not be the basis for the termination of a customer's service under this rate while the Customer is under a contract for service under this rate. This rate schedule is available to Customers with total connected capacity requirements of at least 1,000 kilowatts (kW), and only when the Company has available capacity in excess of its firm system requirements. The minimum level of firm demand to be required from qualifying customers is 600 kW unless a greater amount is provided by a contract.

Noticed Interruptible Power Service is available under this rate schedule only if the utilization of this service is of such character that the service is capable of being interrupted at any time, upon the Company's request, without damage to property or persons and without adversely affecting the public's health, safety and welfare. This rate schedule is not available for standby, temporary, resale or interruptible service not in conjunction with firm service under other applicable rate schedules.

At the Customer's expense, the Customer will install all necessary communication, relay and breaker equipment to qualify for service under this rate schedule, subject to Company approval. The Customer will pay for the associated hardware costs.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at the point of delivery designated by the Company and at one of the Company's standard types of service. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38

NOTICED INTERRUPTIBLE POWER SERVICE

MONTHLY RATES

	Secondary Voltage	Primary Voltage	Transmission Voltage
Demand Charge per kW	\$5.39	\$5.13	\$2.54
Energy Charge per kWh	\$0.00427	\$0.00417	\$0.00407

DETERMINATION OF BILLING DEMAND AND ENERGY

Maximum Demand will consist of both firm and interruptible demand, and will be defined as the highest thirty (30) minute interval kW load in a billing month.

The Total Billing Demand will be the Maximum Demand. In no event shall Total Billing Demand be less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.

Firm Power Billing Demand shall be the lesser of (1) the Total Billing Demand or (2) the Contract Firm Power Demand established in the Contract for Power Service, but not less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.

Firm Power Billing Demand as defined herein shall constitute the "demand used for billing" under the Customer's firm service rate schedule, and shall be billed in accordance with the rate schedule applicable to the Customer's firm service. Noticed Interruptible Power Billing Demand shall be determined as Total Billing Demand minus Firm Power Billing Demand, and shall be billed in accordance with this rate schedule.

Firm Energy shall be determined by multiplying the ratio of the Firm Power Billing Demand to the Total Billing Demand times the metered kWh. Firm Energy shall be billed in accordance with the rate schedule applicable to the Customer's firm service. Noticed Interruptible Energy shall be the difference between the metered kWh and the Firm Energy. Noticed Interruptible Energy shall be billed in accordance with this rate schedule.

CONTRACT FOR SERVICE

A Contract for Power Service ("Contract") must be executed between the Company and the Customer prior to taking service under this rate schedule. The Contract shall establish the amount of the Customer's demand that shall be served as firm demand. All demand in excess of the amount of firm demand specified in the Contract shall constitute interruptible demand and shall be served and billed on that basis. Subject to the Company's right to terminate service as expressly permitted in other provisions of this rate schedule, the Company's Rules and Regulations, and the Public Utility Commission of Texas' rules, the

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NOTICED INTERRUPTIBLE POWER SERVICE

Contract term shall be for an initial period of three (3) years, and shall continue year-to-year thereafter until canceled by the customer upon at least one (1) year's prior written notice, which cancellation will be effective at the beginning of a calendar year. The amount of Contract Firm Power Demand and Minimum Firm Contract Capacity specified in the Contract will supersede and control over any inconsistent level of demand specified in any pre-existing agreement between the Company and the Customer.

The Company reserves the right to terminate service under this rate schedule if the Customer's average monthly load factor drops below 50 percent in any twelve (12) consecutive month period.

SCHEDULING PROCEDURES

The Company and the Customer shall agree upon detailed procedures for requesting, providing notice of, and implementing interruptions, and shall set forth the same in the Contract for Power Service.

GENERAL CONDITIONS

The Company may make intentional interruptions at any time and from time to time, when emergency conditions exist and at the Company's sole discretion, for up to two hundred (200) hours in any calendar year with individual interruptions limited to no more than six (6) hours per interruption, and no more than three (3) interruptions per calendar week. In the event of an emergency interruption, the Company will provide thirty (30) minute notice prior to interruption. Emergency conditions are deemed to exist at any time, in the sole judgment of the Company, that demands for electricity exceed or are expected to be likely to exceed the Company's available electric supply for whatever reason or reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short-term or long-term shortages of fuel or generation, distribution, and other facilities; or requirements or orders of governmental agencies. The Company may not interrupt the Customer (1) due solely to differences in the Company's marginal cost of energy and the energy-related charges for Noticed Interruptible Power Service, or (2) to continue or make non-firm off-system sales.

An hour of interruption shall be any clock-hour or part thereof during which the Company invokes an intentional interruption. The number of hours of interruption remaining during the calendar year for the term of the contract shall be reduced by a minimum of four (4) hours each interruption occasion, even though the actual interruption may last for a lesser period.

Interruptions will be directly controlled by the Company's system operator with the

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NOTICED INTERRUPTIBLE POWER SERVICE

appropriate notice provided to the Customer.

NON-COMPLIANCE

Noticed Interruptible Transmission Power Service is provided to the Customer with the explicit knowledge and understanding that such service shall be subject to curtailment by the Customer with notice from the Company. Failure to comply with the Company's request for curtailment shall result in the following adjustments to the Customer's billings and service:

1. During a calendar year, the first occasion in which the Customer fails to comply with a request for curtailment shall result in the Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to the Customer ("Retail Rate"); and
2. During the same calendar year, the second occasion in which the Customer fails to comply with a request for curtailment shall result in the Customer being re-billed at the Retail Rate for the period from January 1 of such calendar year through the end of the month in which such second failure occurred (less amounts previously remitted by Customer for such period) with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by Customer for such period); and
3. During the same calendar year, the third occasion in which the Customer fails to comply with a request for curtailment shall result in the immediate termination of service under the Noticed Interruptible Power Service rate, and the Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, the Customer will be re-billed at the Retail Rate for each month of such calendar year that was not previously billed or re-billed at the Retail Rate under this Non-Compliance section, with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by the Customer for such period).

Upon the expiration of twelve (12) consecutive months following the date of the third failure to comply, the Customer may reapply for electric service at the Company's then-current noticed interruptible rate schedule. As a condition precedent to the re-establishment of electric service at the Company's then-current interruptible rate schedule, the Customer must demonstrate to the Company's satisfaction its ability to comply with the Company's noticed interruptible curtailment requirements prior to establishing a new service agreement under this rate schedule.

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SCHEDULE NO. 38

NOTICED INTERRUPTIBLE POWER SERVICE

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

During the term of the Customer's Contract for Power Service, Customer may not engage in self-generation other than periodic operation of self-generation facilities for emergency situations or to comply with an interruption request.

Interruptible sales under this rate schedule are non-firm sales and as such are not subject to cost-of-service allocations in any Company rate case.

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NOTICED INTERRUPTIBLE POWER SERVICE

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 41

CITY AND COUNTY SERVICE RATE

APPLICABILITY

This rate schedule is closed to all new service applications.

This rate schedule is limited to all public schools, Kindergarten through 12th grade, and to those municipal and county customer service points currently taking service under this rate schedule. No new customers shall be allowed to take service under this rate schedule.

An existing customer may not add additional points of service, but an existing customer's account will continue for a new facility that replaces or expands an existing facility.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will be either single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company and at one of the Company's standard types of service. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

STANDARD SERVICE RATES

Customer Charge (per meter per month)	\$27.05
---------------------------------------	---------

Secondary Voltage	Summer	Non-Summer
Demand Charge per kW in excess of 15 kW	\$23.39	\$19.76
Energy Charge per kWh		
First 3,000 kWh	\$0.09365	\$0.07865
All Additional kWh	\$0.02960	\$0.01460

Primary Voltage	Summer	Non-Summer
Demand Charge per kW in excess of 15 kW	\$21.98	\$18.35
Energy Charge per kWh		

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CITY AND COUNTY SERVICE RATE

First 3,000 kWh	\$0.09233	\$0.07733
All Additional kWh	\$0.02828	\$0.01328

The Summer period shall be the months of June through September and the Non-Summer period shall be the months of October through May.

ALTERNATIVE TIME-OF-DAY (TOD) RATES

This rate option is available only to Customers currently taking service under the City and County Service Rate.

Customer Charge (per meter per month)	\$27.05
---------------------------------------	---------

Secondary Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per kW in excess of 15 kW	\$23.39	\$19.76
Energy Charge per kWh		
On-Peak Period	\$0.11653	-----
Off-Peak Period	\$0.00549	\$0.02292

Primary Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per kW in excess of 15 kW	\$21.98	\$18.35
Energy Charge per kWh		
On-Peak Period	\$0.12560	-----
Off-Peak Period	\$0.00495	\$0.01438

The On-Peak Period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months.

There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers that are energy metered, the net energy metering provision will be applied by TOD period.

Current City and County Service Customers electing the Alternative TOD rate must continue to take service under this rate option for a minimum of twelve (12) consecutive

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SCHEDULE NO. 41

CITY AND COUNTY SERVICE RATE

months. At the conclusion of the initial twelve 12-month period of service under the Alternative TOD rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service rate.

MONTHLY MINIMUM CHARGE

The monthly minimum charge is the Customer Charge.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kilowatt (kW) load. Billing demand will be the maximum demand.

NON-METERED SERVICE

In instances when metering of energy would be impractical because of the low monthly level of usage and where estimates of this usage can be accurately calculated, the Company may, at its option, provide non-metered service. Billings for non-metered service shall be based on the customer charge plus the monthly energy usage calculated by the Company and applied to the energy charge of this rate schedule. All other approved factors are also applicable.

The Customer is responsible for notifying the Company of additions of equipment served under the Non-Metered Service provision. Failure to provide notice will result in a billing adjustment calculated by the Company. The billing adjustment will be equal to six (6) months billing based on the calculated monthly consumption of the non-metered load.

THERMAL ENERGY STORAGE RIDER

Available to public schools, Kindergarten through 12th grade, with separately metered Thermal Energy Storage (TES) Systems whose Maximum Demand does not exceed the Maximum Demand of the building following completion of the necessary contract arrangements and installation of the necessary metering equipment. The billing demand for this separately metered load will be Maximum Demand established during the On-Peak Period.

The On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Time, Monday through Friday June through September. The Off-Peak Period shall be all other hours not

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SCHEDULE NO. 41

CITY AND COUNTY SERVICE RATE

covered in the On-Peak Period.

No other options or riders are applicable to consumption covered under this rider. Both separately metered TES systems and total building loads must be served under this rate schedule.

POWER FACTOR ADJUSTMENT

For Maximum Demands of 250 kW and above, if the measured power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

Until the date just prior to the effective date of the revision of this rate schedule in the Company's next rate case filing, any charges under this provision will be credited in Customer's monthly bills.

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer, and is metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand multiplied by 1.013
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer and metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum kW Demand = Maximum Demand divided by 1.013
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 41

CITY AND COUNTY SERVICE RATE

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 45

**SUPPLEMENTARY POWER SERVICE
FOR QUALIFYING FACILITIES**

APPLICABILITY

This rate schedule is available to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or a cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts.

The Customer will furnish the Company such data as required by the Company to determine that the Customer meets the requirements for qualification.

The facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Supplementary Power Service provided by the Company by means of a double-throw switch.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Supplementary power is defined as the electric energy and/or capacity regularly used by a Customer in addition to the energy and capacity supplied by a Qualifying Facility.

SUPPLEMENTARY POWER SERVICE RATE

Supplementary Power shall be billed under the retail rates currently in effect and applicable to the Customer having power requirements equal to the supplementary power requirements of the Qualifying Facility. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 45

**SUPPLEMENTARY POWER SERVICE
FOR QUALIFYING FACILITIES**

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection. The Customer shall pay the full amount of the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection, the actual costs of interconnection shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection, if any, shall be made to the appropriate party.

In addition, Customers with a design capacity greater than 100 kilowatts (kW) shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 45

**SUPPLEMENTARY POWER SERVICE
FOR QUALIFYING FACILITIES**

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly Measured Power Factor, and
DC = Demand Charge

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices. The contract provisions applicable to service under this rate schedule shall also apply.

This rate schedule shall be binding upon the Company and the Customer for a period conterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by

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SUPPLEMENTARY POWER SERVICE
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providing the Company with written notice at least one (1) year prior to the effective date of such termination. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46

**MAINTENANCE POWER SERVICE
FOR QUALIFYING FACILITIES**

APPLICABILITY

This rate schedule is available to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or a cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts.

Maintenance power shall be available to Qualifying Facilities for a maximum period of sixty (60) days per year, coordinated with and scheduled outside of the designated peak months of the Company.

The Customer will furnish to the Company such data as required by the Company to determine that Customer meets the requirements for qualification.

The facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Maintenance Power Service provided by the Company by means of a double-throw switch.

This rate schedule is applicable to use of service for maintenance power service for energy and/or capacity supplied by the Company on a scheduled basis to Qualifying Facilities during an outage scheduled by the Customer for the purpose of performing maintenance to its Qualifying Facilities, subject to the special provisions of this rate schedule.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Maintenance power is defined as the electric energy and/or capacity supplied by the Company during scheduled outages of the Qualifying Facility, subject to the Special Provisions of this rate schedule

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46

**MAINTENANCE POWER SERVICE
FOR QUALIFYING FACILITIES**

MAINTENANCE POWER SERVICE RATE

Maintenance Power shall be billed under the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule. No demand charge shall apply for maintenance power taken during off-peak hours as defined in the retail rate schedule. No demand ratchets will apply to this service.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that neither Maintenance Power Service nor Backup Power Service is utilized by the Qualifying Facility. The delivery service charge shall be:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Secondary Delivery	\$6.02	\$4.97
Primary Delivery	\$4.92	\$4.24

The charge shall be less any Delivery Service Charges applied pursuant to the provisions of the Company's Rate Schedule No. 47, Backup Power Service for Qualifying Facilities or Rate Schedule No. 51, Interruptible Power Service for Qualifying Facilities, but not less than zero \$0.

DETERMINATION OF DEMAND CHARGE

The Maintenance Power Service demand charge shall be determined by multiplying the applicable retail rate schedule demand charge by the ratio of the number of weekdays in which the Maintenance Power was taken to the number of weekdays in the billing month.

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate schedule shall be the amount of capacity, expressed in kilowatts (kW), requested by the Customer or the measured kW output of the Customer's Qualifying Facilities that the Customer requests the Company to provide for Maintenance Power Service. When a higher kW demand for Maintenance Power Service is established, the higher kW load shall become the new contract capacity for that month and for each month thereafter, unless and until exceeded by a still higher kW demand which in turn shall be subject to the foregoing conditions.

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SCHEDULE NO. 46

**MAINTENANCE POWER SERVICE
FOR QUALIFYING FACILITIES**

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

The Company shall provide a detailed estimate of the cost of interconnection after the Company approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs of interconnection shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection shall be made to the appropriate party.

In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

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SCHEDULE NO. 46

**MAINTENANCE POWER SERVICE
FOR QUALIFYING FACILITIES**

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices. The contract provisions applicable to service under this rate schedule shall also apply.

This rate schedule shall be binding upon the Company and the Customer for a period conterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the

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requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by the Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

SPECIAL PROVISIONS

- A. All Maintenance Power service supplied by the Company that has not been scheduled with the Company and approved by the Company through prior written notice shall be billed under the provisions of Backup Power Service. If this situation occurs more than twice during any consecutive six (6) month period, the Customer shall be required to contract for Backup Power Service in the event that the Customer previously had not contracted for such service.
- B. In the event maintenance occurs during the months of May through October or exceeds a maximum of sixty (60) days in aggregate, the total per calendar year, unless it is agreed to extend Maintenance Power Service, by written request by the Customer and written consent of the Company, such excess use of capacity will be billed as Supplementary Power Service.
- C. A Qualifying Facility shall schedule its maintenance by giving the Company advance notice on the length of the outage as follows:

<u>Pre-Scheduled Maintenance Outage</u>	<u>Required Advanced Notice</u>
1 day or less	5 calendar days
2 to 5 days	30 calendar days
6 to 30 days	90 calendar days

Maintenance Power shall be available to Qualifying Facilities for a minimum period of thirty (30) days per year, coordinated with the Company and scheduled outside of the designated peak months of the Company.

- D. Maintenance Power Service requested during the months of May through October, that is scheduled in advance and agreed to by the Company, shall be billed according to the terms of Maintenance Power Service.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47

**BACKUP POWER SERVICE
FOR QUALIFYING FACILITIES**

APPLICABILITY

This rate schedule is available to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts.

The Customer will furnish to the Company such data as required by the Company to determine that the Customer meets the requirements for qualification.

The facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Backup Power Service provided by the Company by means of a double-throw switch.

This rate schedule is applicable to use of service for Backup Power Service for energy and/or capacity supplied by the Company during an unscheduled outage at a facility qualifying as a "Small Power Production Facility" or as a "Cogeneration Facility" as defined in 292.203 (a) and (b), respectively, of Title 18 of the Code of Federal Regulations (CFR).

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at one a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Backup Power Service is defined as electric energy and/or capacity supplied by the Company during an unscheduled outage of the Qualifying Facility to replace energy and/or capacity ordinarily supplied by the Qualifying Facility.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47

**BACKUP POWER SERVICE
FOR QUALIFYING FACILITIES**

BACKUP POWER SERVICE RATE

The Backup Power Service Rate shall be billed under the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule. No demand ratchets or power factor penalties will apply to this service.

MONTHLY RESERVATION FEE

A monthly reservation fee will be charged in the months that Backup Power Service is not utilized by the Qualifying Facility. The reservation fee will be ten percent (10%) of the monthly demand charge contained in the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation times the contract capacity.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that Backup Power Service is not utilized by the Qualifying Facility. The delivery service charges are:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Secondary Delivery	\$6.02	\$4.97
Primary Delivery	\$4.92	\$4.24

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate schedule shall be the amount of capacity, expressed in kilowatts (kW), requested by the Customer or the measured kW output of the Customer's Qualifying Facilities that the Customer requests the Company to provide for Backup Power Service. When a higher kW load for Backup Power Service is established, the higher kW load shall become the new contract capacity for that month and for each month thereafter, unless and until exceeded by a still higher kW load which in turn shall be subject to the foregoing conditions.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

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SCHEDULE NO. 47

**BACKUP POWER SERVICE
FOR QUALIFYING FACILITIES**

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

The Company shall provide a detailed estimate of the cost of after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs of interconnection shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection, if any, shall be made to the appropriate party. In addition, customers with design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

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SCHEDULE NO. 47

**BACKUP POWER SERVICE
FOR QUALIFYING FACILITIES**

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices. The contract provisions applicable to service under this rate schedule shall also apply.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by the Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 48

**NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES**

APPLICABILITY

This rate schedule is available to customers who generate electrical energy and who wish to interconnect a generating facility in parallel with the Company's system. Service under this rate schedule is contingent upon the acceptance of the Standard Interconnection Agreement for qualifying small power production and cogeneration facilities as defined below. Service under this rate schedule is contingent upon the acceptance of the Agreement for Interconnection and Parallel Operation of Distributed Generation set forth in Public Utility Commission of Texas Rule 25.211(p) (16 Tex. Admin. Code § 25.211(p)) for distributed renewable generation facilities as defined in Texas Public Utility Regulatory Act § 39.916.

This rate schedule sets forth a customer charge and applies to non-firm purchases of energy generated by:

1. Qualifying small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978.
2. Distributed renewable generation facilities as defined in Texas Public Utility Regulatory Act §39.916.

TERRITORY

Texas Service Area

MONTHLY RATE

Customer Charge, payable to the Company by the Customer

\$ 15.00 For customers receiving energy payments under Method A.
\$165.00 For customers receiving energy payments under Method B.

Method A: Energy Payment, payable to the Customer by the Company

For qualifying facilities and distributed renewable generation facilities who provide non-firm energy at a rate of 100 kilowatts (kW) or less, the monthly energy payment rate shall be the lesser of the Company's cost of fuel and purchased power per kilowatt-hour (kWh) for the billing month in which the energy was received or, the Company's avoided energy cost as

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**NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES**

determined by averaging the Daily Peak and Daily Off-Peak values for one (1) megawatt (MW) from the Estimated Avoided Energy Cost for the current year as filed in the Company's most recent annual filing pursuant to PUCT §25.242 (e)(2)(A).

Method B: Energy Payment, payable to the Customer by the Company

For Qualifying Facilities and distributed renewable generation facilities who provide non-firm energy at a rate greater than 100 kW, the monthly energy payment rate, payable by the Company, shall be the amount of fuel and purchased power costs per kWh which were avoided by the Company calculated within the three rating periods specified below:

On-Peak Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 12:00 p.m. to 5:00 p.m. MDT.

Shoulder Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 8:00 a.m. to 12:00 p.m. MDT or 5:00 p.m. to 9:00 p.m. MDT.

Off-Peak Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 9:00 p.m. to 8:00 a.m. MDT or on weekends.

TYPE OF SERVICE

Service available under this rate schedule will be alternating current at one of the Company's standard service voltages, single or three phase, at 60 hertz. The harmonic content of the Customer's generation must not cause interference or equipment problems for the Company or other Company customers. The Company reserves the right to discontinue any Qualifying Facility that causes harmful or annoying voltage fluctuations.

METERING AND SERVICE FACILITIES

The Company will install, own and maintain the meter and metering equipment. The Customer will install customer-furnished meter socket or metering cabinet, or both, at a Company-designated location on the Customer's premises.

The Company, at its expense, may install load research metering equipment on the Customer's premises. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research.

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**NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES**

The Company will provide those customers with qualifying facilities having a design capacity of 100 kW or less the following metering options:

- A. Metering through two (2) meters with one measuring the Customer's net consumption and the other measuring net production of the Qualifying Facility. Net consumption is the total load of the Customer less the power supplied by the qualifying facility to meet any portion of that load. Net production is the total power supplied by the Qualifying Facility less the power requirements of the Customer.
- B. Metering through two (2) meters with one measuring the Customer's total consumption and the other measuring the total production of the Qualifying Facility.

The Company will provide the additional option of interconnection through a single meter that runs forward and backward for those Customers that are either: 1) an apartment house occupied by low-income elderly tenants that qualifies for master metering under Utilities Code Section 184.012(b) and the distributed renewable generation is reasonably expected to generate not less than 50 percent of the apartment house's annual electricity use; or, 2) have Qualifying Facilities with a design capacity of 50 kW or less and that utilize a renewable energy resource.

This net metering option is available only if the distributed renewable generation or Qualifying Facility is rated to produce an amount of electricity that is less than or equal to: 1) the Customer's estimated annual kWh consumption for a new apartment house or Qualifying Facility; or, 2) the amount of electricity the Customer consumed in the year before installation of the distributed renewable generation or Qualifying Facility. Measured net consumption shall be billed under the standard rate schedule applicable to the Customer. Measured net production shall be purchased in accordance with the provisions of this rate schedule and is limited, on an annual basis, to ten percent of the Customer's annual kWh consumption prior to service under this rate schedule. The Customer will not be assessed the Monthly Customer Charge.

CUSTOMER FACILITIES

The Customer shall design, furnish, install, own, operate and maintain in good order and repair, and at no cost to the Company, facilities such as relays, isolating switch, other necessary switches, synchronizing equipment, control and protective devices designated by the Company as necessary for parallel operation with the Company system to permit safe and practical operation.

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NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES

The Customer's generation and interconnection facilities shall meet all applicable local codes, all applicable provisions of the National Electric Code and the National Electric Safety Code, as such codes now exist or as they may be amended, and all applicable and prudent safety and electrical practice standards.

The Customer's generation equipment shall not be interconnected with the Company's system without the prior written consent of the Company.

INTERCONNECTION COSTS

Interconnection costs for distributed renewable generation facilities are governed by Rate Schedule DG – Interconnection and Parallel Operation of Distributed Generation and Public Utility Commission of Texas Rules 25.211 and 25.212.

Qualifying small power production and cogeneration facilities customers under this rate schedule shall be subject to a charge for interconnection costs as set forth below.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, engineering and administrative costs incurred by the Company related to the installation of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection, if any, shall be made to the appropriate party. In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

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SCHEDULE NO. 48

**NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES**

OPERATION OF FACILITIES

The Customer shall notify the Company before the initial energizing and start-up testing of the Customer-owned generator and the Company shall have the right to have a representative present at such test.

The Customer shall provide, at all times, ingress and egress to the isolating switch which will isolate the Customer's generation from the Company's electrical system.

The Customer shall permit the Company's agents and employees to enter upon the Customer's property at any reasonable time for the purpose of inspecting or testing the generation and interconnection facilities to ensure continued safe operation and the accuracy of the Company's metering equipment; provided, however, such inspections shall not relieve the Customer from its obligation to maintain the generation and interconnection facilities. The Company shall not, by reason of the inspection, be responsible for the design, adequacy, capacity, operation, or any combination thereof, of the Customer's generating equipment and other customer-owned electrical equipment.

The Company retains the right to require the Customer to limit production of energy to an amount no greater than the Customer's load as electrical operating conditions warrant.

BILLING STATEMENT

The Company shall prepare a monthly statement showing the customer charge, kWh delivered to the Company for the monthly billing period and the total amount due the Customer. The Company shall submit the statement and the net payment, if any, to the Customer approximately twenty (20) working days from the meter reading date.

The Company will normally credit the payments to the Distributed Renewable Generation Customer's monthly electric service bill. If the payment for non-firm energy supplied to the Company exceeds the total of the Customer's monthly electric service bill, a credit balance of not more than \$50.00 will be carried forward to the Customer's next monthly bill. The Company shall refund to the Customer a credit balance that is not carried forward, or the portion of a credit balance that exceeds \$50.00, if the credit balance is carried forward.

INDEMNITY

The provisions of the Indemnity Clause in the Customer's contract for service under this rate schedule will apply.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 48

NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,
DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices. The contract provisions applicable to service under this rate schedule shall also apply.

The Company and the Customer shall enter into a written contract for the interconnection and parallel operation of the Customer's generation with the Company's electrical system.

The term of the contract shall not be less than one (1) year.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 49

STATE UNIVERSITY DISCOUNT RATE RIDER

APPLICABILITY

In compliance with the directive of Public Utility Regulatory Act (PURA) Section 36.351, this rate discount is available to any facility of any four-year state university or upper-level institution. This rate schedule is only available as a rate discount in conjunction with a Customer's applicable standard rate schedule currently in effect.

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20 percent will be deducted from the base portion of the Customer's applicable rate schedule for electric service. The base portion includes the sum of: Customer Charge, Demand Charge, Base Energy Charges, and Power Factor Adjustment (if applicable), and other applicable riders and is exclusive of the Fixed Fuel Factor, Energy Efficiency Cost Recovery Factor, Merger Rate Credit Factor and Military Base Discount Recovery Factor.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under the rate schedules associated with this rider is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

For the purpose of this rate schedule, "Customer" includes any facility of any four-year state university or upper-level institution.

The Customer's account with the Company must be in the name of a four-year state university or upper-level institution.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 51

**INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES**

APPLICABILITY

This rate schedule is available to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or a cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts.

The Customer will furnish to the Company such data as required by the Company to determine that the customer meets the requirements for qualification.

The Qualifying Facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Interruptible Power Service provided by the Company by means of a double-throw switch.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at one of the standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Interruptible Power is defined as electric energy or capacity supplied by the Company subject to interruption by the Company under specified conditions.

INTERRUPTIBLE POWER SERVICE RATE

The Interruptible Power Service Rate shall be billed under the Noticed Interruptible Power Service rate schedule currently in effect and which would be applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

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SCHEDULE NO. 51

**INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES**

MONTHLY RESERVATION FEE

A monthly reservation fee will be charged in the months that interruptible power is not utilized by the Qualifying Facility. The reservation fee will be the retail rates currently in effect and applicable to the Customer absent its Qualifying Facility generation times the greater of ten percent of the monthly contracted capacity demand or the experienced annual Forced Outage Rate (FOR) of the Customer expressed in percentage terms of the Qualifying Facility for the most recent twelve (12) month period ending with the current month times the monthly contracted capacity demand.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that neither Maintenance Power Service nor Backup Power Service is utilized by the Qualifying Facility. The delivery service charges shall be:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Secondary Delivery	\$6.02	\$4.97
Primary Delivery	\$4.92	\$4.24

The charge is less any Delivery Service Charges applied pursuant to the provisions of the Company's Rate Schedule No. 47, Backup Power Service for Qualifying Facilities, or Rate Schedule No. 46, Maintenance Power Service for Qualifying Facilities, but not less than \$0.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 51

**INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES**

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements shall be made for the difference between the actual and estimated cost of interconnection. In addition, customers with design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

GENERAL CONDITIONS

The Company may make intentional interruptions at any time and from time to time, when emergency conditions exist and at the Company's sole discretion, for up to two hundred (200) hours in any calendar year with individual interruptions limited to no more than six (6) hours per interruption, and no more than three (3) interruptions per calendar week. In the event of an interruption, the Company will provide thirty (30) minute notice prior to interruption. Emergency conditions are deemed to exist at any time, in the sole judgment of the Company, that demands for electricity exceed or are expected to be likely to exceed the Company's available electric supply for whatever reason or reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short-term or long term shortages of fuel or generation, distribution, and other facilities; or requirements or orders of governmental agencies. The Company may not interrupt the Customer (1) due solely to differences in the Company's marginal cost of energy and the energy-related charges for Noticed Interruptible Power Service, or (2) to continue or make non-firm off-system sales.

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SCHEDULE NO. 51

**INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES**

An hour of interruption shall be any clock-hour or part thereof during which the Company invokes an intentional interruption. The number of hours of interruption remaining during the calendar year for the term of the contract shall be reduced by a minimum of four (4) hours for each interruption occasion, even though the actual interruption may last for a lesser period.

Interruptions will be directly controlled by the Company's system operator with the appropriate notice provided to the Customer.

NON-COMPLIANCE

Interruptible power service is provided to the Customer with the explicit knowledge and understanding that such service shall be subject to curtailment by the Customer with notice from the Company. Failure to comply with the Company's request to curtail shall result in the following adjustments to the Customer's billings and service.

- 1) During a calendar year, the first occasion on which the Customer fails to comply with a request for curtailment shall result in the Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to the Customer ("Retail Rate"); and
- 2) During the same calendar year, the second occasion on which the Customer fails to comply with a request for curtailment shall result in the Customer being re-billed at the Retail Rate for the period from January 1 of such calendar year through the end of the month in which such second failure occurred (less amounts previously remitted by the Customer for such period) with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by Customer for such period); and
- 3) During the same calendar year, the third occasion on which the Customer fails to comply with a request for curtailment shall result in the immediate termination of service under the Noticed Interruptible Power Service rate, and the Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, the Customer will be re-billed at the Retail Rate for each month of such calendar year that was not previously billed or re-billed at the Retail Rate under this Non-Compliance section, with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills, less amounts previously remitted by the Customer for such period.

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INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES

Upon the expiration of twelve (12) months following the date of the third failure to comply, the Customer may reapply for electric service at the Company's then-current interruptible rate. As a condition precedent to the reestablishment of electric service at the Company's then-current interruptible rate, the Customer must demonstrate to the Company's satisfaction its ability to comply with the Company's applicable rate schedule and the terms of the Company's then-current interruptible rate agreement.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices. Any contract provisions applicable to service shall also apply.

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INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by the Customer in accordance with the requirements herein contained, whichever event occurs first in time.

The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 95

MILITARY BASE RATE DISCOUNT

APPLICABILITY

In compliance with the directive of Public Utility Regulatory Act (PURA) §36.354, this rate discount is available to federal military bases.

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20 percent will be deducted from the base portion of the Customer's applicable standard rates for electric service. The base portion includes the sum of: Customer Charge, Demand Charge, Base Energy Charges, and Power Factor Adjustment (if applicable), and other applicable riders, and is exclusive of the Fixed Fuel Factor, Energy Efficiency Cost Recovery Factor, Merger Rate Credit Factor, and Military Base Discount Recovery Factor.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

For the purpose of this rate schedule, "Customer" includes any facility of a federal military base.

The Customer's account with the Company must be in the name of a federal military base and located on such base or agreed upon by the Company.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY

Service charges under this rate schedule are applicable to all Customers. The Company will charge for these services and/or functions in addition to those that are a normal utility service and provided for under the rate schedules of the Company.

TERRITORY

Texas Service Area

SERVICE CHARGES

Description of Service Charge	Rate
New Service Start - No Field Activity Required	\$ 2.75
New Service Start - Field Activity Required	\$ 16.00
New Service Start - No Existing Meter (Standard Rate)	\$ 51.25
New Service Start - No Existing Meter (Non-Standard Rate)	\$ 310.00
Energy Diversion Charge	\$ 298.50
Energy Diversion With Damage Charge	\$ 474.25 minimum
Meter Seal Replacement Charge	\$ 11.00
No Access To Equipment Charge - Field Activity Required	\$ 29.25
No Access to Equipment Charge – Enhanced Field Activity Required	\$ 47.75 minimum
“No Light” Service Call Charge (Standard Rate)	\$ 31.25
“No Light” Service Call Charge (Non-Standard Rate)	\$ 302.50
Non-Pay Reconnect Charge @ Meter	\$ 35.00
Non-Pay Reconnect at Pole Charge	\$ 164.25
Pulse Metering Equipment Installation	\$ 285.50
Pulse Metering Equipment Repair	\$ 80.50
Returned Payment Charge	\$ 22.00
Requested Meter Test Charge (Single Phase)	\$ 72.25
Requested Meter Test Charge (Three Phase)	\$ 156.75
Temporary Overhead Connection Charge	\$ 188.00
Temporary Underground Connection Charge	\$ 188.00
Unable to Connect Requested Service for Failed Inspection	\$ 79.25
Facilities Rental Charge (Monthly)	1.1901% of cost
Maintenance of Customer-Dedicated Facility Charge (Monthly)	0.5648% of cost
Maintenance of Customer-Owned Facility Charge (Monthly)	2.5886% of cost
Special Billing Analysis Charge	\$ 75.50 minimum
Non-Routine Miscellaneous Charge	2.5886% of cost
Out of Cycle Meter Reading Charge	\$ 14.25

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

MISCELLANEOUS CHARGE DESCRIPTIONS

NEW SERVICE START – NO FIELD ACTIVITY REQUIRED

The charge for a new service account setup or name change at a service location with an existing meter due to a change of responsible party, tenant or owner where no field activity, e.g., meter reading, is required.

NEW SERVICE START – FIELD ACTIVITY REQUIRED

The charge for a new service account setup or name change on a service location with an existing meter due to a change of responsible party, tenant or owner where the Company determines that a field activity, e.g., meter reading, or the meter must be reconnected, is required.

NEW SERVICE START – NO EXISTING METER (STANDARD RATE)

The charge for a new service account setup and service wires and a meter are installed for the first time to a new premise or point of service to initiate a new electric service account. The Standard Rate is charged when a Customer requests that the service installation be scheduled during normal Company work hours.

NEW SERVICE START – NO EXISTING METER (NON-STANDARD RATE)

The charge for a new service account setup and service wires are installed for the first time to a new premise or point of service to initiate a new electric service account. The Non-Standard Rate is charged when Customer requests same-day connection, or outside of normal Company work hours.

ENERGY DIVERSION CHARGE

The charge for the detection and confirmation of any incidence of tampering or interference with a meter installation, or by other means that prevent the proper operation thereof. This includes theft of service by any person on the Customer's premises, or the evidence of such tampering, interfering, or theft of service (energy diversion). The Company will maintain evidence as required and a notice will be left at the Customer's premises when possible.

In addition, the Customer will pay the disconnect charge and the estimated cost of power and energy not recorded on the meter by reason of energy diversion at the applicable rate using the Company's best estimated data.

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MISCELLANEOUS SERVICE CHARGES

ENERGY DIVERSION WITH DAMAGE CHARGE

The minimum charge for the detection and confirmation of any incidence of tampering or interference with a meter installation, or by other means that prevent the proper operation thereof, resulting in damage to the Company's equipment which requires replacement. This includes theft of service by any person on the Customer's premises, or the evidence of such tampering, interfering, or theft of service (energy diversion). The Company will maintain evidence as required and a notice will be left at the Customer's premise when possible.

In addition, the Customer will pay the disconnect charge and the estimated cost of power and energy not recorded on the meter by reason of energy diversion at the applicable rate using the Company's best estimated data.

The Customer shall be responsible for any additional cost incurred by the Company.

METER SEAL REPLACEMENT CHARGE

The charge for the replacement of the Company's meter seal on the meter at the Customer's premises when the seal has been broken or removed.

NO ACCESS TO EQUIPMENT CHARGE - FIELD ACTIVITY

The charge for the Customer's failure to provide access to the Company's equipment, e.g., the meter, and Company service personnel must be sent back to the premise to access the Company's equipment, e.g., to obtain a physical meter reading.

NO ACCESS TO EQUIPMENT CHARGE – ENHANCED FIELD ACTIVITY

The charge for the Customer's failure to provide access to the Company's equipment, e.g., the meter, and Company service personnel must be sent back to the premise to access the Company's equipment, e.g., to obtain a physical meter reading. Additional Company service personnel is required.

“NO LIGHT” SERVICE CALL CHARGE (STANDARD RATE)

The charge when a Customer calls the Company to report "No Lights" and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Standard Rate is charged when a Customer requests that the "No Light" service call be scheduled during normal Company work hours.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

“NO LIGHT” SERVICE CALL CHARGE (NON-STANDARD RATE)

The charge when a Customer calls the Company to report “No Lights” and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Non-Standard Rate is charged when a Customer requests that the “No Light” service call be scheduled outside of normal Company work hours.

NON-PAY RECONNECT CHARGE @ METER

The charge when the Customer requests reconnection of electric service following a disconnection of service due to the non-payment of the Customer’s bill. All reconnections will be scheduled for same day or next day, during normal Company work hours.

NON-PAY RECONNECT AT THE POLE CHARGE

The charge for the reconnection of electric service when the Customer was disconnected at the pole or riser for non-payment of its bill and when Company personnel were unable to gain access to the meter for disconnection due to a condition at the Customer’s premise (i.e., locked gate, dog, blocked meter, fence, etc.). Reconnection will be made on a next-day or scheduled basis during normal Company work hours.

PULSE METERING EQUIPMENT INSTALLATION

The charge when the Customer requests that the Company install an isolation relay and output wiring to provide output electric pulses for the purpose of load management and energy conservation.

PULSE METERING EQUIPMENT REPAIR

The charge when the Customer requests that the Company repair pulse metering equipment due to a loss of pulse and it is determined that the cause is a problem in Customer-owned wiring or equipment on the Customer's side of the point of delivery.

RETURNED PAYMENT CHARGE

The charge for each payment made by check, bank draft, credit card, debit card, or other electronic means that is returned to the Company without payment.

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MISCELLANEOUS SERVICE CHARGES

REQUESTED METER TEST (SINGLE PHASE)

The charge for testing the meter if the meter has been tested at the Customer's request within the previous four (4) years, and during the current test the meter is found to be within the accuracy standards established by the American National Standards Institute.

Upon request by a customer, the Company will test the accuracy of the meter serving that Customer. If initially requested, the Customer or their representative may be present during the meter test. The Company will provide reasonable advance notification of the date, time, and location of the test. A report of the test results will be made to the Customer within a reasonable time after completion of the test.

REQUESTED METER TEST (THREE PHASE)

The charge for testing the meter if the meter has been tested at the Customer's request within the previous four (4) years, and during the current test the meter is found to be within the accuracy standards established by the American National Standards Institute.

Upon request by a Customer, the Company will test the accuracy of the meter serving that Customer. If initially requested, the Customer or their representative may be present during the meter test. The Company will provide reasonable advance notification of the date, time, and location of the test. A report of the test results will be made to the Customer within a reasonable time after completion of the test.

TEMPORARY OVERHEAD CONNECTION CHARGE

The charge when a Customer requests temporary overhead service and single or three phase 120/240 volt service is ninety (90) feet from the Customer's point of delivery.

If the desired type of service is not single or three phase volt service, and/or is over ninety (90) feet from the Customer's point of delivery, temporary service will be provided only when the Customer pays the entire cost of installing and removing the necessary overhead facilities in advance to the Company.

TEMPORARY UNDERGROUND CONNECTION CHARGE

The charge when a Customer requests temporary underground service and when single or three phase 120/240 volt service is available at the Customer's point of delivery.

If the desired type of service is not single or three phase 120/240 volt service and/or is not available at the Customer's point of delivery, temporary service will be provided only when

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MISCELLANEOUS SERVICE CHARGES

the Customer pays the entire cost of installing and removing the necessary facilities to provide the temporary service in advance to the Company.

UNABLE TO CONNECT REQUESTED SERVICE FOR FAILED INSPECTION

The charge when the Customer or Customer's electrical contractor applies for service and the Company is unable to connect the service due to failed inspection for failure to meet applicable codes.

FACILITIES RENTAL CHARGE

The charge calculated and assessed monthly on the replacement cost of equipment or facilities owned and maintained by the Company (excluding substation facilities) when the Customer elects to rent the equipment or facilities from the Company rather than own them.

MAINTENANCE OF CUSTOMER-DEDICATED FACILITY CHARGE

The charge calculated and assessed monthly to recover the cost of the Company's investment in facilities and maintenance dedicated to serve an individual Customer and covered by a Customer Advance for Construction (CAFC) or a Contribution in Aid of Construction (CIAOC). A monthly charge will continue for the term of the CAFC, or five (5) years for CIAOC, with the monthly charge applicable to either the remaining CAFC balance or the Customer's CIAOC balance to the Company, when a Customer requests and the Company agrees to provide Company-owned facilities and equipment dedicated to a single Customer.

MAINTENANCE OF CUSTOMER-OWNED FACILITY CHARGE

The charge calculated and assessed monthly to the Customer on the total maintenance costs incurred by the Company and billed to the Customer when a Customer requests and the Company agrees to provide maintenance for Customer-owned facilities and equipment.

SPECIAL BILLING ANALYSIS CHARGE

The Company encourages Customers to access its online service that provides Customer usage and billing information free of charge through EPE's web portal at www.epelectric.com. In the event the Customer would like the Company to perform this activity, this minimum charge will be assessed each time a Customer requests and the Company provides a manually prepared billing history or special billing analysis or rate comparison. The charge will equal the Company's cost of fulfilling the request, including but not limited to labor, overheads, materials, and data processing expenses, or the minimum

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SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

charge, whichever is greater.

NON-ROUTINE MISCELLANEOUS CHARGE

The charge is in addition to the costs for services performed by the Company at the request of the Customer and upon acceptance of the request by the Company and which are not covered by a specific rate schedule or service charge. The Customer will be charged the reasonable costs incurred in performing the requested service including but not limited to labor, materials, parts, special equipment, transportation, meter testing and related overhead costs.

OUT OF CYCLE METER READING CHARGE

The charge made when a Customer requests a re-read of their meter outside the Company's scheduled reading cycle for the Customer's meter, and the Company determines the out of cycle reading to be within acceptable parameters.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

**INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION**

AVAILABILITY

This rate schedule is applicable to Customers with facilities consisting of one or more on-site generating units operating in parallel with the Company's system (Distributed Generation) as defined in Public Utility Commission of Texas (PUCT or Commission) 16 Texas Administrative Code (TAC) §25.211 and §25.212 (DG Rule) pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. To qualify for this rate schedule, no more than ten (10) megawatts (MW) of a facility's capacity will be interconnected at any point in time at the point of common coupling with the Company's distribution system, and the Customer shall have no intent to sell electricity in the wholesale energy market.

APPLICATION FOR INTERCONNECTION

A person seeking interconnection and parallel operation of Distributed Generation (DG) with the Company's distribution system must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein. The Application must be accompanied by an End-Use Customer Acknowledgement Regarding Rates signed by the end-use customer, which is incorporated herein.

An Interconnection Customer shall pay the following application fee to the Company at the time the Customer delivers its interconnection application to the Company:

1. \$85.00 if the proposed generating facility will have a rated capacity less than or equal to 100 kilowatts (kW); or
2. \$230.00 if the proposed generating facility will have a rated capacity greater than 100 kW.

Amendments and addenda to an existing interconnection agreement undertaken in order to record increases of DG capacity or additions of storage will be subject to an interconnection application fee not to exceed 50% of the fee applicable for new interconnections. Amendments and addenda shall not result in forfeiture of grandfathering provisions where an agreement has previously been grandfathered pursuant to the terms of Rate Schedule No. 01 or Rate Schedule No. 02. Cancellation of interconnection agreements and complete and permanent removal of existing interconnected DG or storage shall result in forfeiture of grandfathering provisions under the terms of Rate Schedule No. 01 or Rate Schedule No. 02 but will not be subject to a fee of any kind.

DEFINITIONS

On-peak periods and off-peak periods are all defined in the appropriate rate schedules under which the Customer takes power.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

TERRITORY

Texas Service Area

TYPE OF SERVICE

Distributed Generation: DG systems may be comprised of one or more primary technologies such as internal combustion engines, combustion turbines, photovoltaics, wind, landfill gas, and batteries.

PRICING

Pricing for supplemental, maintenance, backup, and non-firm purchased power will be in accordance with the Company's Supplemental, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Rate Schedule Nos. 45, 46, 47, 48, and 51 and other applicable rate schedules. All Customers, except residential service customers and commercial customers whose capacity is 15 kW or less, must have a demand meter.

PRE-INTERCONNECTION STUDY

A pre-interconnection study may be required and conducted by Company or by the Company's authorized agent. A pre-interconnection study is an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a DG Customer and an engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system. The study includes an analysis of the DG contribution to power flow, VAr flow, available fault current, and effects on switched capacitors and voltage under normal and worst case situations. The study may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the distribution system or results in identifying the necessity of further studies for a larger unit. The cost of the pre-interconnection study shall be borne by the Customer pursuant to PUCT 16 TAC §25.211 (hereinafter the "DG Rule").

A. Pre-Interconnection Study Fee Schedule

Table 1. Non-Exporting Distributed Generation Units

Non-Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2,000 kW	2,000+ to 10,000 kW
1. Pre-Certified, not on network	\$0	\$255	\$437	\$692
2. Not Pre-Certified, not on network	\$198	\$359	\$541	\$796
3. Pre-Certified, on network	\$182	\$364	\$1,238	\$2,038
4. Not Pre-Certified, on network	\$390	\$572	\$1,446	\$2,246

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Table 2. Exporting Distributed Generation Units

Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2,000 kW	2,000+ to 10,000 kW
1. Pre-Certified, not on network	\$112	\$450	\$1,019	\$1,420
2. Not Pre-Certified, not on network	\$259	\$754	\$1,227	\$1,628
3. Pre-Certified, on network	\$271	\$946	\$2,694	\$3,567
4. Not Pre-Certified, on network	\$686	\$1,258	\$3,006	\$3,879

B. Pre-Interconnection Study Fee Applicability

1. Pre-Interconnection Study Fees will not be assessed for DG units up to 500 kW that are pre-certified as defined pursuant to the DG Rules, that export no more than 15% of the total load on a single radial feeder and that contribute no more than 25% of the maximum potential short-circuit current on a single feeder. No fee is charged for any pre-certified (according to PUCT definition) DG unit up to 500 kW that exports not more than 15% of the total load on a single radial feeder and contributes not more than 25% of the maximum potential short-circuit current on a single radial feeder.
2. No fee is charged for any pre-certified (according to PUCT definition) distributed inverter based generation unit up to 20 kW connected to a distribution network.
3. For any pre-certified DG unit up to 500 kW that exceeds the limits defined in Section A above, or any pre-certified DG unit above 500 kW, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
4. For any non-certified DG unit, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
5. The fees in Section A apply for any pre-interconnection studies required by the Company for interconnection of DG to either radial feeders or distribution networks.

TERMS OF PAYMENT FOR PRE-INTERCONNECTION STUDY FEE

All charges for pre-interconnection studies that are required to be undertaken by the Company prior to interconnection must be agreed to and paid by the Customer prior to commencement of the study.

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DISTRIBUTED GENERATION

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of DG is to be provided are contained in 16 TAC §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment. The provisions and conditions of the Company's Standard Terms and Conditions and of the Supplementary, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Schedule Nos. 45, 46, 47, 48 and 51 will continue to be applied, unless specifically changed per this rate schedule. Customers requesting service under this rate schedule must also execute a Contract for Electric Service. The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

OTHER SERVICES

Other services may be provided as requested by the Customer and provided pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

The contract capacity for residential customers will be the manufacturer's nameplate rating of the generator. All electricity used over the power provided by the generator will be considered supplemental power and billed according to the standard Rate Schedule No. 45.

RELATED TARIFFED SERVICES

Other services as described below may be provided as requested by the Customer pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

Services for qualifying small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978:

Backup and Maintenance Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract for backup and maintenance service pursuant to Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service.

Supplementary Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment but

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whom also require firm power service in addition to service provided under Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service. Supplementary Service may be provided under the Company's Rate Schedule No. 45 applicable to Customer requirements at the site of the DG only.

Non-Firm Purchased Power Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for purchase of the Customer's non-firm energy pursuant to Rate Schedule No. 48, Non-Firm Purchased Power Service. This rate schedule is limited to purchases of non-firm energy delivered at a rate of 2,000 KW or less.

Interruptible Power Service For Qualifying Facilities: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for electric energy or capacity supplied by the Company and subject to interruption by the Company under specified conditions pursuant to Rate Schedule No. 51, Interruptible Power Service.

INDEMNITY CLAUSE

The provisions of the Indemnity Clause in the Customer's contract for service under this rate schedule shall apply.

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END-USE CUSTOMER ACKNOWLEDGEMENT REGARDING RATES

I acknowledge (i) that El Paso Electric Company's customer classifications, rates, charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company, and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

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Customers seeking to interconnect distributed generation with the utility system will complete and file with the Company the following Application for Parallel Operation:

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED
GENERATION WITH THE UTILITY SYSTEM**

Return Completed Application to: El Paso Electric Company
Attention: Manager, Renewables and Emergent
Technologies
P.O. Box 982
El Paso, Texas 79960

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by the El Paso Electric Company (Company) for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

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Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes / _____ No

If Yes, maximum amount expected: _____

Do you wish El Paso Electric to report excess generation to your REP? ____ Yes/ ____ No

Pre-Certification Label or Type Number: _____
(e.g., UL-1741 Utility Interactive or IEEE 1547.1)

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe) _____

One-line diagram attached: _____ Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does El Paso Electric have the dynamic modeling values from the generator manufacturer?
_____ Yes _____ No

If not, please explain: _____

(Note: For Pre-Certified Equipment, the answer is Yes. Otherwise, the Applicant must provide the dynamic modeling values if they are available.)

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

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Authorized Release of Information List

By signing this application in the space provided below, Customer authorizes El Paso Electric to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

[COMPANY NAME]

EL PASO ELECTRIC COMPANY

BY: _____

PRINTED NAME

TITLE: _____

DATE: _____

[CUSTOMER NAME]

BY: _____

PRINTED NAME

TITLE: _____

DATE: _____

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AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by El Paso Electric Company, ("Company"), and _____ ("Customer"), a _____ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

____ Option 1: For purposes of this Agreement, the end-use customer will act as a Party to this Agreement. The end-use customer acknowledges (i) that El Paso Electric Company's rates charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

____ Option 2: For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

____ Option 3: For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

____ Option 4: For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Agreement -- This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to the Company's facilities, as described in Exhibit A. If Customer is not the end-use

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customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. Establishment of Point(s) of Interconnection -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules §25.211, relating to interconnection of distributed generation, and §25.212 relating to technical requirements for interconnection and parallel operation of on-site distributed generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. Responsibilities of Company and Customer -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to**

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the end-use customer shall be limited as set forth in _____ of Company's Commission-approved tariffs, which are incorporated herein by reference.

- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*
- d. Please check the appropriate box.*

☐ *Person Other than a Federal Agency*

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss

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of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

☐ **Federal Agency**

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

- e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.*
- f. *For the mutual protection of Customer and Company, only with Company's prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.*

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. Disconnection of Facilities – Customer retains the option to disconnect from Company's

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facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises its rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty (60) days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. Governing Law and Regulatory Authority – Please check the appropriate box.

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

☐ Person Other Than a Federal Agency

This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

☐ Federal Agency

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342, and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613, must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all

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applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. Written Notices -- Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
____ El Paso Electric Company
____ P.O. Box 982____
____ El Paso, TX, 79960____
____ Location 131, Attention: Renewables
- (b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. Disclosure of Information to End-Use Customer --If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

14. No Third-Party Beneficiaries -- This Agreement is not intended to and does not create

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rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

16. Headings -- The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

17. Multiple Counterparts -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

COMPANY:

NAME: El Paso Electric Company

BY: _____
(printed name)

TITLE: _____

DATE: _____

CUSTOMER:

NAME: _____

BY: _____
(printed name)

TITLE: _____

DATE: _____

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EXHIBIT A

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LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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FACILITY SCHEDULE NO. _____

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:
2. Premises Owner Name:
3. Facility Location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:

7. One line diagram attached (check one): _____ Yes / _____ No

If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

8. Equipment to be furnished by Company:

(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

9. Equipment to be furnished by Customer:

(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. Cost Responsibility and Ownership and Control of Company Facilities:

Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

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11. Modifications to Customer Facilities:

Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

COMPANY:

NAME: El Paso Electric Company

BY: _____
(printed name)

TITLE: _____

DATE: _____

CUSTOMER:

NAME: _____

BY: _____
(printed name)

TITLE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

END-USE CUSTOMER AFFIRMATION SCHEDULE

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. __ [insert applicable number] in the Interconnection Agreement between _____ [insert name of Company] and _____ [insert name of Customer], and that I have selected _____ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with _____ [insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. __ [insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas.

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. CS
COMMUNITY SOLAR RATE

APPLICABILITY

This optional rate schedule is available to Customers without distributed generation taking service under the Retail Service Schedules listed in the section titled Monthly Rate for Standard Community Solar Service for voluntary participation in EPE's Community Solar Power facilities, as identified in this section, and is administered separately from the Customer's standard electric service rate schedules. Service under this rate schedule is limited to the amount of Community Solar generation available.

TERRITORY

Texas Service Area

TYPE OF SERVICE

"Community Solar Power" is defined as electric energy generated from solar generation technology facilities identified above, and made available to participating Customers who voluntarily subscribe to a specified capacity from Community Solar Power resources.

The amount of power subscribed to by the Customer shall be set out in an *Application for Voluntary Renewable Energy-Community Solar Rate*. Customers have the option of subscribing to Standard Community Solar Service, or if available, multi-year contracts.

Standard Community Solar Service. Customers are required to subscribe for a twelve (12) consecutive month period. The Customer may terminate their subscription at any time upon one month's notice to the Company after one year. The subscription will commence with the Customer's first billing cycle following Company acceptance of the subscription.

Multi-year Contracts Service. Multi-year contracts for long-term subscription may be made available to qualifying Customers, with full payment for subscribed capacity due at initiation of service under the Community Solar Rate.

Customers may subscribe to Community Solar capacity from a minimum one (1) kilowatt (kW) up to a number of kilowatts (in half-kW increments) equal to the Customer's historical peak kW during the previous 12-month period. The number of kW allowed for subscription is determined at the time of enrollment. A Customer may subscribe to additional kW in subsequent contract years by submitting a new application for Company acceptance.

Participation by larger commercial and industrial customers served on Schedules 24, 25, and 41 will initially be limited to a cumulative one (1) MW. This partitioning of capacity will be evaluated and revised over time in order to fully subscribe the program. Customers served on

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

these schedules who request service on the Community Solar rate will be placed in a queue pending availability of additional capacity.

MONTHLY RATE FOR STANDARD COMMUNITY SOLAR SERVICE

The Customer must contract for a fixed capacity of not less than one (1) kW (and measured in half (0.5) kW increments) for a period of one (1) year, which will be renewed automatically annually unless the Customer sends a notice of termination. The monthly charge for subscribed capacity will be the total subscribed capacity multiplied by the per-kW Monthly Capacity Charge. The Monthly Capacity Charge reflects the levelized cost of the Solar Power Community facilities, including all capital and construction costs, land leases, operation and maintenance expenses, marketing and education expenses, taxes, and a return on investment at the Company's weighted average cost of capital as approved by the appropriate regulatory authority.

Subscribed Community Solar Power Capacity	Per kW
Monthly Capacity Charge	\$17.64

The System Generation Credit is determined by multiplying the sum of the applicable Base Generation rate for the Customer's applicable retail service rate and the currently applicable Texas fuel charge provided in Schedule FFF - Fixed Fuel Factor by the Customer's Solar Billing Energy.

Retail Service Schedule	Per kWh
Schedule No. 01 – Residential Service	(\$0.059989)
Schedule No. 02 – Small General Service	(\$0.065943)
Schedule No. 24 – General Service	(\$0.053491)
Schedule No. 25 – Large Power Service	(\$0.039099)
Schedule No. 41 – City and County Service	(\$0.058798)

DETERMINATION OF SOLAR BILLING ENERGY (KWH)

The Customer's kilowatt hours (kWh) for purposes of calculating the applicable System Generation Credit will be determined by multiplying the ratio of the Customer's kW subscription to the total Community Solar Power facilities' kW capacity times the monthly metered kWh production output of the Community Solar Power facilities.

The Monthly Capacity Charge and System Generation Credit will appear on the participating Customer's monthly bill beginning one full regular billing cycle after initiation of service on this schedule.

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

MULTI-YEAR CONTRACT RATE:

Customers electing multi-year contracts for capacity will pay a discounted per-kW rate for the full term of their contract. Payment in full is required at initiation of service. The contract payment is determined by discounting the Monthly Capacity Charge (multiplied by the Customer's subscribed capacity) for the full contract term (in months) at the Company's Weighted Average Cost of Capital.

COMPANY'S RIGHT TO EARLY TERMINATION DUE TO LACK OF SUBSCRIBERSHIP:

1. If the program is not fully subscribed at any time after September 1, 2018, the Company, within its sole discretion, may allow a single customer to purchase all of the output or all of the remaining output from the facilities; and
2. If less than 90% of the program's capacity is subscribed by September 1, 2018, and within five (5) years thereafter, the Company may terminate the program and close this rate schedule on notice to the Commission and any subscribing Customers. Such notice will be subject to review by the Public Utility Commission of Texas (Commission) Staff for compliance with the Public Utility Regulatory Act (PURA), the Commission's rules, and the Stipulation and Order in Docket No. 44800. In the event the Company elects to close this rate schedule pursuant to this provision, each subscriber will receive thirty (30) days' notice and EPE will discontinue month-to-month program operation. Long-term contract Customers would have the option of:
 - A. terminating their contract and receiving a refund of the pro rata share of subscriber payments, or
 - B. continuing to purchase renewable energy from EPE under the payments and credits pursuant to the tariff until the end of the contract's term for, at a minimum, facility output equal to the facilities' performance during each of the respective twelve (12) months prior to termination of tariff so that the customer receives the benefit of the bargain.

TERMS AND CONDITIONS:

Service under this rate schedule is subject to the Company's Rules and Regulations on file with the Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

1. Subscription of kW will be offered to Customers by the Company as it becomes available for subscription on a first-come, first-serve basis until full subscription is reached.
2. The Community Solar Capacity Charge and System Generation Credit are pursuant to the Customer's subscription and are in addition to the Customer's monthly billings pursuant to

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

the Customer's currently applicable standard retail rate schedule. The Customer will continue to be billed for their monthly usage under their applicable standard rate schedule.

3. All terms and conditions of the Customer's applicable standard rate schedule apply to service received under this rate schedule.
4. The Company retains the right to deny or terminate service under this rate schedule to any Customer in arrears with the Company.
5. Customers subscribing under the Standard Community Solar Service will be enrolled for a 12-month enrollment period and will be automatically reenrolled for successive 12-month enrollment periods in the Community Solar program upon the expiration of each 12-month enrollment period unless the Customer terminates participation with one month notice. Customers subscribing to Standard Community Solar Service may terminate participation in the Community Solar program at any time after the initial 12-month enrollment period, irrespective of the automatic re-enrollment for a 12-month period, upon giving a one month's notice of termination of participation. Notification may be written, in person, by telephone, or other means acceptable to the Company. Termination of the subscription will be effective with the monthly billing cycle after notification to the Company.
6. Customers subscribing to Standard Community Solar Service may modify their subscribed capacity at the initiation of any 12-month subscription period, subject to availability.
7. Standard Community Solar Service customers electing to end participation prior to the completion of any 12-month enrollment period will not be eligible to re-enroll in the Community Solar program for twelve (12) months.
8. Participating Customers relocating within the Company's Texas service territory may transfer existing subscriptions and associated energy to service at their new service location.
9. Multi-year Contracts for capacity are made available at Company discretion for upfront payment of the full capacity charge for the contract period.
10. Multi-year Contract Customers who elect to terminate participation in the Community Solar program prior to the end of their contract will receive the full amount of prepayment for the uncompleted portion of their contract period, but will forfeit the difference between the Monthly Rate and the discounted capacity charge reflected in their contract for the completed portion of the contract period. Notification may be written, in person, by telephone, or other means acceptable to the Company. Termination of the subscription will be effective with the monthly billing cycle after notification to the Company.

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

11. The Company will retain ownership of the Renewable Energy Certificates, as defined in PUC Subst. §25.173(c)(13), associated with the energy produced by the Community Solar facilities.
12. The Company will hold harmless subscribing Customers if the facilities do not operate as warranted resulting in the Company making a warranty claim, except that if the facility continues to malfunction for a period of more than six (6) continuous months or if it is determined by the Company that the facility is only operable at a significant level below the originally expected level of production, the Company may terminate this rate schedule upon thirty (30) days' notice. In the event that the Company elects to terminate the rate schedule pursuant to this provision, each subscriber with a Multi-year Contract will receive a refund of the pro rata share of the advance payments made by the subscriber. As part of its annual report to subscribers, the Company will explain the status of any warranty claims, and if a claim has been made, how the Company compensated subscribers for the lesser production.
13. The Company is not obligated to hold customers harmless in the event that lesser production is a result of weather conditions including reduced sunshine.
14. In the event that EPE implements a fuel refund or fuel surcharge, the fuel refund or fuel surcharge factor will apply only for metered energy net of Community Solar energy provided to Community Solar Customers on a monthly basis pursuant to Docket No. 51831. The refund or surcharge factor does not apply to energy supplied from the Community Solar facility.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

APPLICABILITY

This rate schedule is available for service to residential and commercial Customers using a facility dedicated solely for the charging of an electric vehicle (EV).

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will either be single or three phase at the option of the Company and at a standard approved voltage. Only charging activity with operating voltage at 120V and up to 480V are eligible for service under this rate schedule. All service will be taken at one point of delivery, designated by the Company and dedicated solely for the charging of an EV.

Service will be measured by a single meter, or other measuring device, of each kind needed for Time-Of-Day (TOD) service. Residential or commercial customers already receiving Standard or TOD service under an otherwise applicable rate schedule can choose to have any charging installation electrically connected behind their existing meter and continue to be served on that service rate schedule.

MONTHLY RATE

Retail Rate No.	01	02	24	25	41
Customer Charge (per meter per month)	\$4.20	\$4.67	\$4.67	\$4.67	\$4.67
Summer Energy Charge Per kWh					
On-Peak Period	\$0.35267	\$0.32381	\$0.25409	\$0.22380	\$0.28945
Off-Peak Period	\$0.07001	\$0.07107	\$0.01853	\$0.00265	\$0.00549
Non-Summer Energy Charge Per kWh					
Off-Peak Period	\$0.09066	\$0.10168	\$0.03795	\$0.00265	\$0.02291
Year-Round Energy Charge Per kWh					
Super Off-Peak Period	\$0.00950	\$0.01223	\$0.01083	\$0.00927	\$0.01119
Demand Charge Per Billing kW, applicable to 480V EV Chargers only					
Summer	\$0.00	\$0.00	\$14.25	\$23.97	\$23.39

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

Non-Summer	\$0.00	\$0.00	\$10.38	\$19.59	\$19.76
Super Off-Peak Period	\$0.00	\$0.00	\$4.12	\$3.33	\$4.87

The On-Peak Period shall be from 12:00 p.m. through 6:00 p.m., Mountain Daylight Time, Monday through Friday, for the Summer months of June through September. The Super Off-peak period is 12:00 A.M. through 8:00 A.M., during Mountain Standard and Daylight Time, in all months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. Non-Summer are the months of October through May.

MONTHLY MINIMUM CHARGE

The monthly minimum charge is the Customer Charge, Other Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load during the billing month.

Only one Demand Charge will apply per billing month, depending which time period the Maximum Demand occurs.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

Customer will maintain an active account and will pay the monthly minimum regardless of whether or not service is used under this rate schedule.

Prior to initiation of service, Company personnel will verify the installation of the Customer's charging station and ensure that the load behind the EV meter is exclusively related to EV charging. Only a charging service with operating voltage at 120V and up to 480V is eligible for service on the EV rate.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. RCES
RATE CASE EXPENSE SURCHARGE

APPLICABILITY

This Rate Case Expense Surcharge is applicable to customers taking service under the rate schedules listed below.

TERRITORY

Texas service area.

MONTHLY CHARGE

Pursuant to the Final Order in Docket No. 52195, the Company is authorized to surcharge customers to recover the rate case expenses pursuant to the docket. The surcharge is calculated for each rate class below as either a rate per kilowatt-hour ("kWh") applied to billed energy or as a monthly dollar amount. The surcharge shall appear as a separate line item on the customer's monthly bill titled "Rate Case Expense Surcharge" and shall continue for a surcharge period of forty-eight (48) months from the effective date of this schedule. The amount of any over-recovery or under-recovery of the approved rate case expense surcharge amounts by rate class at the end of the surcharge period shall be immediately included in the deferred fuel balance for that class as a refund or surcharge. Customers entering the Company's system during the surcharge period will receive the surcharge in billings from their entry date. Customers leaving the Company's system during the surcharge period will receive the surcharge through their exit date.

<u>Rate</u>	<u>Rate Schedule</u>	<u>Voltage Level *</u>	<u>Annual Surcharge</u>	<u>Surcharge Factor (\$/kWh) or Monthly Rate (\$)</u>
01	Residential Service	S	\$ 658,282	\$ 0.000266
02	Small General Service	S	66,685	0.000245
07	Outdoor Recreational Lighting Service	S, P	1,274	0.000347
08	Governmental Street Lighting Service	S	7,327	0.000203
09	Governmental Traffic Signal Service	S	176	0.000066
11TU	Municipal Pumping Service - TOU	S, P	16,207	0.000094
15	Electrolytic Refining Service	T (MR)	3,247	270.58
WH	Water Heating Service	S	2,585	0.000505
22	Irrigation Service	S	967	0.000252
24	General Service	S, P	180,718	0.000125
25	Large Power Service	S, P	56,228	0.000093
25	Large Power Service	T (MR)	717	59.79
26	Petroleum Refinery Service	T (MR)	18,928	1,577.33
28	Area Lighting Service Rate	S	3,187	0.000119
30	Electric Furnace Service	T (MR)	2,041	170.08
31	Military Reservation Service	T (MR)	21,818	1,818.17
34	Cotton Gin Service Service	S, P	299	0.000187
41	City & County Service	S, P	26,130	0.000135
Total Annual Surcharge			<u>\$ 1,066,816</u>	

Total Rate Case Expenses to be Recovered over 48 months: \$ 4,267,270

(MR) Monthly Rate

* Voltage Levels: S = Secondary, P = Primary, and T = Transmission

EL PASO ELECTRIC COMPANY

SCHEDULE NO. EADIT
EXCESS ACCUMULATED DEFERRED INCOME TAX CREDIT FACTOR (EADIT)

APPLICABILITY

This Excess Accumulated Deferred Income Tax Credit Factor (EADIT) is applicable to all customers taking service under a retail rate schedule except for the interruptible portion of those customers that are taking service under Schedule No. 38.

Customers entering the Company's system during the term of the EADIT will receive the credit in billings starting from their entry date. Customers leaving the Company's system during the term of the EADIT will receive the credit through their exit date

TERRITORY

Texas service area.

TERM

The EADIT credit will continue for a rate class until the total EADIT credit for that class has been refunded. The EADIT credit shall expire on the earlier of 48 months from the effective date below or when the Total EADIT Credit to be Refunded amount shown in the table below by rate schedule has been fully refunded. Any remaining over or under-refunded balances at the end of the 48-month period, by rate schedule, will be addressed in EPE's next base rate proceeding.

MONTHLY RATE FACTOR

The monthly rate factor reflected in this tariff (i.e., the EADIT Credit) is applied to the non-fuel base rate charges of the customer bill and is based either on a dollar per kilowatt (\$/kWh) factor or a directly assigned amount. The EADIT Credit will appear as a separate line item on the customer's monthly bill titled "EADIT Credit".

<u>Rate No.</u>	<u>Rate Schedule</u>	<u>Voltage Level *</u>	<u>Total EADIT Credit to be Refunded**</u>	<u>EADIT Factor (\$/kWh) or Monthly Amount (\$/Bill)</u>
01	Residential Service	S	\$ (8,122,141)	-0.001421
02	Small General Service	S	(967,872)	-0.001116
07	Outdoor Recreational Lighting Service	S/P	-	0.000000
08	Governmental Street Lighting Service	S	(115,613)	-0.000802
09	Governmental Traffic Signal Service	S	(585)	-0.000323
11TD	Municipal Pumping Service – TOD	S/P	(423,780)	-0.000615
15	Electrolytic Refining Service	T (A)	(4,564)	-1,718.99
WH	Water Heating Service	S	-	0.000000
22	Irrigation Service	S	-	0.000000
24	General Service	S/P	-	0.000000
25	Large Power Service	S/P	(1,467,068)	-0.000626
25	Large Power Service	T (A)	(18,718)	-401.36
26	Petroleum Refinery Service	T (A)	(78,482)	-9,308.39
28	Area Lighting Service Rate	S	(103,516)	-0.000965
30	Electric Furnace Service	T (A)	-	0.00
31	Military Reservation Service	T (A)	(557,094)	-11,606.12
34	Cotton Gin Service	S/P	-	0.000000
41	City & County Service	S/P	(735,907)	-0.000952

(A) Directly assigned to customer

* Voltage Levels: S = Secondary, P = Primary, and T = Transmission

** Total EADIT is net of 2021 Texas rate case relate-back surcharges

EL PASO ELECTRIC COMPANY

SCHEDULE NO. TCRF
TRANSMISSION COST RECOVERY FACTOR (TCRF)

APPLICABILITY

Retail electric service customers connected to the Company's transmission or distribution system shall be subject to Schedule No. TCRF. The charges applicable to each rate class are provided in the Monthly Rate section and are calculated pursuant to the requirements of 16 Tex. Admin. Code § 25.239.

TERRITORY

Texas Service Area

MONTHLY RATE

		Transmission Cost Recovery Factor	
<u>Rate</u>			
<u>No.</u>	<u>Description</u>	<u>\$</u>	<u>BD*</u>
01	Residential Service Rate	\$0.00	kWh
02	Small Commercial Service Rate	\$0.00	kWh
07	Outdoor Recreational Lighting Service Rate	\$0.00	kWh
08	Governmental Street Lighting Service Rate	\$0.00	kWh
09	Governmental Traffic Signal Service	\$0.00	kWh
11-TOD	Time-Of-Day Municipal Pumping Service Rate	\$0.00	kWh
15	Electric Refining	\$0.00	kW
WH	Water Heating	\$0.00	kWh
22	Irrigation Service Rate	\$0.00	kWh
24	General Service Rate	\$0.00	kW
25	Large Power Service Rate	\$0.00	kW
26	Petroleum Refining Rate	\$0.00	kW
28	Private Area Lighting Rate	\$0.00	kWh
30	Electric Furnace Rate	\$0.00	kW
31	Military Reservation Rate	\$0.00	kW
34	Cotton Gin Service Rate	\$0.00	kW
41	City and County Service Rate	\$0.00	kW

* BD – Billing Determinant

kWh – Energy is defined as total metered billing energy

kW – Demand is defined as the billing demand, plus any demand associated with the power factor adjustment, as determined in the applicable tariff schedule, plus any thermal energy storage kW.