

ELECTRIC TARIFF

RULES, REGULATIONS AND CONDITIONS OF SERVICE

24. LOAD CONTROL EQUIPMENT FOR CUSTOMERS

Eligibility: The Customer's load must be of such magnitude or character that electronic recording metering is installed or could be installed under current Company policy. Demand pulse equipment only is authorized to be installed when the Customer demand is greater than 1000 kW unless Customer agrees to pay for all necessary data and time pulse equipment plus installation costs. Regardless of demand, any necessary metering changes will be at Customer's expense.

A "Data Sheet for Pulse Demand Control Equipment" (Exhibit A), shall be initiated by the division industrial or commercial sales representative who contacts the Customer. No firm commitment shall be made with the Customer until the data sheet has been reviewed by all departments indicated on the form.

Pulse service shall not be offered to Customers metered with self-contained meters.

Specifications: Data pulses and time pulses shall be furnished as agreed upon in the Electric Demand Signal Agreement (Exhibit "B"). If the Customer's equipment cannot accept the data pulse rate or the time pulse rate or the time pulse duration provided, the Customer shall be responsible for installing any equipment necessary to change it. Both data pulses and time pulses shall consist of contact closures only.

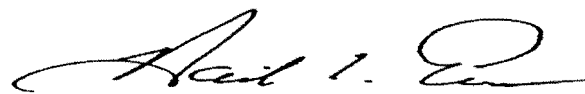
If it becomes necessary for the Company to change the pulse rate of the revenue metering equipment, the Customer shall be responsible for accepting the new pulse rate. The Company shall not provide operating voltage to the Customer's equipment. This will be furnished by the Customer in accordance with Article VI of the Electric Demand Signal Agreement.

To protect the Company's equipment, all pulse circuits provided for the Customer's use shall be fused. Maximum fuse size shall be determined by the Company. Slow-blow fuses shall not be used. The Company shall not be responsible for pulse interruptions due to blown fuses. The fuses shall be located so that, by mutual consent, the Customer may have access to them when necessary.

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JUL 27 '07 DOCKET 32766

CONTROL # _____



PRESIDENT AND CEO,
SOUTHWESTERN PUBLIC SERVICE COMPANY

ELECTRIC TARIFF

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24. LOAD CONTROL EQUIPMENT FOR CUSTOMERS

Cost: The initial cost to the Customer (Article I of the Electric Demand Signal Agreement) shall be determined by the Company's meter department. This cost shall include material labor, transportation, miscellaneous expenses (meals, lodging, etc.), and all applicable overheads for their installation necessary to provide the required signals. In certain cases, the Customer may be charged for totalizing and/or recording equipment.

Compensation shall be made to the Company, in advance or under such credit terms acceptable to the Company, prior to the ordering of metering equipment.

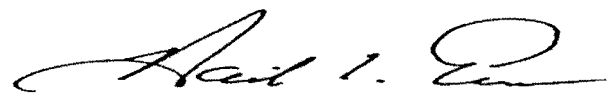
The Customer will compensate the Company for operation and maintenance expenses in accordance with Articles IV and V of the Electric Demand Signal Agreement. Expenses involved include, but are not limited to, material, labor, transportation, miscellaneous (meals, lodging, etc.), and all applicable overheads.

If the Customer's load or service changes to the extent that the metering installation must be changed, any additional costs necessary to continue the load or time contact closures will result in an additional charge to the Customer.

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PRESIDENT AND CEO,
SOUTHWESTERN PUBLIC SERVICE COMPANY

Request Date _____ 20____

Customer Name _____ ("Customer"), Account No. _____

Service Address _____ City, _____ State, _____
(Where is work to be performed?)

Mailing Address _____ City, _____ State, _____

Customer Contact _____, Phone Number () ____ - ____

ELECTRIC PULSE AGREEMENT

The parties ("Parties") to this Electric Pulse Agreement ("Agreement") are Southwestern Public Service Company; a New Mexico corporation authorized to transact business in Texas, Oklahoma, and Kansas. ("SPS") and ("Customer") listed above.

Section 1. Agreement. Company will supply contact closures for time and/or energy pulses from Company's meter located on Customer's premises. In order to supply said pulses it shall be necessary for Company to install the necessary isolation relays with associated wiring contacts. Company will provide said contact closures when, as, and if possible, from said isolation relay, as required by Customer at a cost shown in Exhibit A, payable upon execution hereof, subject to the following conditions.

- a. Customer shall be responsible for the installation and maintenance of all wiring and Equipment on Customer's side of said isolation relay. Customer will run Customer's signal circuit and conduit into Company's junction box; said junction box to be located adjacent to Company's billing meter. Company will make the electrical connection in its junction box.
- b. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment which Customer installs to receive the special metering pulses provided for herein. The Company in no way guarantees that Customer's equipment will operate satisfactory nor the pulses the Customer receives will match exactly with the billing data.
- c. Under no circumstances shall Customer modify, or interrupt the operation of Company's relay and associated wiring.
- d. The possible failure or malfunction of Company's equipment and subsequent loss of pulse signal to the Customer's equipment shall in no way abrogate the validity of the Company's meters in establishing the energy and demand record for billing purposes or relieve Customer of obligations to pay such billed energy or demand charges.

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- e. Company reserves the right to interrupt the pulse circuit at any time without notice to Customer to perform routine or special tests or maintenance on Company billing metering
- f. Equipment, and in so doing assumes no responsibility for affecting the operation of Customer's equipment. Company will make a good faith effort to notify Customer prior to any interruption of the pulse circuit.
- g. All equipment on the Company's side of the Customer terminals of the isolation relay is and shall remain in the sole property of Company.
- h. Customer shall provide and maintain equipment capable of receiving any contact closure values and pulse rates that it may become necessary for Company to use in its billing metering system.
- i. Customer agrees to fully protect, defend, and indemnify Company, hold harmless from and against any and all claims, liability and damage including damage to Customer's equipment and premises, in any way arising, directly or indirectly out of installation and use of said relay equipment.
- j. This Agreement in no way alters or changes any contract for electric services heretofore signed by Customer and Company nor does it modify or amend the Service Rules or other ordinances under which the Company operates.
- k. This Agreement shall be binding upon the legal representatives, successor and assigns of the parties hereto, but no assignment by Customer shall be binding on Company unless accepted in writing by Company.
- l. The pulse generating equipment installed by Company hereunder shall be designed for monitoring the operation of Customer's equipment. Company does not warrant nor guarantee the efficiency or adequacy of said equipment for Customer purpose. Company will cooperate with Customer to the extent of assuring that no malfunction exists in Company's equipment. Work of this nature will be billed to Customer, unless actual trouble is found within Company's equipment.

Section 2. Term. The term ("Term") of this Agreement shall begin on the earlier of (i) the date on which Customer first receives pulse metering information under this Agreement or (ii) the _____, _____ meter reading date, and shall continue for a period of 18 months. Upon the expiration of the Term, this Agreement shall be automatically extended from year to year (Extended Term) unless terminated pursuant to Section 3 ("Termination").

Section 3. Termination. Either Party may terminate this Agreement at the end of the Term or at any time during the Extended Term, by delivering to other Party written notice thirty (30) days prior to the intended date of termination.

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Section 4. Modification. This Agreement may be modified to comply with all published rules of service of SPS (or rules, regulations, or orders of any regulatory body having jurisdiction) as they may be changed from time to time.

Section 5. Rights to Discontinue Service. SPS reserves the right at any time to discontinue service to Customer in accordance with the rules and regulations of SPS as approved by the regulatory body having jurisdiction.

Section 6. Additional Terms. Additional terms and conditions applicable to this Agreement are:

Section 7. Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. No other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either Party, which is not contained in this Agreement, shall be binding or valid.

Section 9. Captions. The captions preceding the text of each Section of this Agreement are included only for convenience of reference and shall be disregarded in the construction of this Agreement.

SIGNED THIS _____ day of _____, _____.

SOUTHWESTERN PUBLIC SERVICE COMPANY

CUSTOMER

By: _____

By: _____

Its _____

Its _____

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