

**AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER
REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC
POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)**

Company and Competitive Retailer hereby agree that their relationship regarding the delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR TEXAS-NEW MEXICO POWER COMPANY

Legal Name: Texas-New Mexico Power Company
Mailing Address: REP Relations
4100 International Plaza
Fort Worth, Texas 76109

Phone Number: 817-762-7703
Fax Number: 817-762-7521
Email Address: MPRelations@tnmp.com
Payment Address: (both electronic and postal):
Wells Fargo Bank
ABA Number: 121000248
Account Name: Texas-New Mexico Power Company
ACH: CTX
EDI: Transaction Texas Set 820

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

E-Payment Address: _____

PUC Certificate Number: _____

Competitive Retailer may change such contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma tariff section 4.11.1.*

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-TNMP456 (888-866-7456) **Effective 1-1-2002**

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-TNMP456 (888-866-7456) **Effective 1-1-2002**

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma tariff section 4.11.1.*

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-TNMP456 (888-866-7456) **Effective 1-1-2002**

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-TNMP456 (888-866-7456) **Effective 1-1-2002**

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a retail electric provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

IV. 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.

V. SIGNATURES

Texas-New Mexico Power Company Neal Walker
Vice President of TNMP Operations

Legal signature _____

Date _____

Competitive Retailer _____

Legal Signature _____

Date _____