

Instructions for Completing PNM Tariff Service Agreements

This file includes two service agreement forms. The first is for short-term firm transmission service. It is an umbrella agreement intended for service requests submitted via the OASIS for terms of thirty days or less and requiring no system impact study and no facility addition studies. The second is for non-firm transmission service.

As a first-time customer, please complete the sections related to your company. For example, we need your company name on the first page and will need the name of the contact person, the mailing address, and the date. Also, PNM requires that the first-time customer submit the form included in this package designating the person with lead authority to transact on the westTrans OASIS and to provide PNM with the customer's DUNS number and TSIN registry information. We have highlighted in yellow the parts of the OASIS administration form we need completed and returned.

Complete and sign two copies of each agreement and the authorization form, with TSIN registry and DUNS information, and return them to PNM at Mail Stop 0604, 414 Silver Ave. S.W., Albuquerque NM 87102. The contact person for questions is Mike Edwards in PNM's Transmission Development and Contracts Department at (505)-241-2850 or by e-mail at medward@pnm.com.

On receipt of the executed copies, PNM will complete and return one copy of each of the two agreements to the customer. PNM will then file to update its tariff index with the FERC.

A complete copy of PNM's OATT is available at the westTrans site.

Service Agreement For Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between Public Service Company of New Mexico (“Transmission Provider”), and _____ (“Transmission Customer”).

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$ 0, in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) as agreed by the Parties, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate as agreed by the Parties.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point- To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Public Service Company of New Mexico

Alvarado Square

Albuquerque, New Mexico 87158

Attention: Director, Transmission Development and Contracts

Transmission Customer:

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

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

TRANSMISSION CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO:

By: _____

Name: Gregory C. Miller

Title: Lead Director, Transmission Operations

Date: _____

Specifications For Firm Point-To-Point Transmission Service

1.0 Term of Transaction: No longer than 30 days or one (1) month

Start Date: Varies based on agreement of Parties

Termination Date: Varies based on agreement of Parties

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

3.0 Point(s) of Receipt: Varies based on agreement of Parties

Delivering Party: To be provided at time service is requested

4.0 Point(s) of Delivery: Varies based on agreement of Parties

Receiving Party: To be provided at time service is requested

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): Varies based on agreement of Parties

6.0 Designation of party(ies) subject to reciprocal services obligation:

Varies based on agreement of Parties and specific transaction

7.0 Name(s) of any Intervening Systems providing transmission service:

To be determined at time service is requested

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

8.1 Transmission Charge: Varies based on agreement of Parties

8.2 System Impact and/or Facilities Study Charge(s):

The Parties intend that no System Impact or Facility Study charges will be required for Short-Term Firm Transmission Service under this Agreement

8.3 Direct Assignment Facilities Charge:

The Parties intend that no Direct Assignment Facilities Charge will be required for Short-Term Firm Transmission Service under this Agreement

8.4 Ancillary Services Charges:

To be determined by the Parties at the time service is requested

Service Agreement For Non-Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between Public Service Company of New Mexico (the Transmission Provider), and _____ (Transmission Customer).

2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Public Service Company of New Mexico

Alvarado Square

Albuquerque, New Mexico 87158

Attention: Director of Power Operations

Transmission Customer:

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

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

Transmission Provider:

By: _____

Name: Gregory C. Miller

Title: Lead Director, Transmission Operations

Date: _____

Transmission Customer:

By: _____

Name: _____

Title: _____

Date: _____

Specifications For Non-Firm Point-To-Point Transmission Service

1.0 Term of Transaction: Varies based on agreement of Parties

Start Date: Varies based on agreement of Parties

Termination Date: Varies based on agreement of Parties

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

To be determined at time of transaction

3.0 Point(s) of Receipt: Varies based on agreement of Parties

Delivering Party: To be provided at time of transaction

4.0 Point(s) of Delivery: Varies based on agreement of Parties

Receiving Party: To be provided at time of transaction

5.0 Maximum amount of capacity and energy to be transmitted

(Reserved Capacity): Varies based on agreement of Parties

6.0 Designation of party(ies) subject to reciprocal services obligation:

To be provided at time of transaction, as applicable

7.0 Name(s) of any Intervening Systems providing transmission service:

To be provided at time of transaction, as applicable

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

8.1 Transmission Charge: Varies based on agreement of Parties

8.2 System Impact and/or Facilities Study Charge(s):

None

8.3 Direct Assignment Facilities Charge:

None

8.4 Ancillary Services Charges:

To be determined by Parties at the time service is requested

The person designated below is authorized to act as the westTTrans OASIS Administrator for (insert customer name) (“Applicant”) with respect to the purchase of Transmission and Ancillary Service from Public Service Company of New Mexico (“PNM”). This means that they are authorized to purchase these services on behalf of Applicant and to administer westTTrans Internet software to, at their discretion, allow others at Applicant to purchase Transmission and Ancillary Service from PNM.

For the financial security of Applicant and PNM, the person designated below agrees to maintain access levels such that only those authorized to do business on behalf of Applicant have the ability to purchase Transmission and Ancillary Services from PNM using the westTTrans software.

Applicant will provide updated information regarding the designated westTTrans Administrator, as necessary.

Company Name:

*Company DUNS Number:

*Company Code:

Designated westTTrans Administrator Information:

Name:

Title:

Phone:

Fax:

e-mail:

Signature of Authorized Company Official

Signature: _____

Name:

Title:

Date:

*-Both DUNS number and Company code must match information provided in the TSIN Registry