

Servicer – on the effective date of this tariff, the Company shall act as Servicer. However, the SPE may select another party to function as Servicer or the Company may resign as Servicer or be succeeded by a permitted successor in accordance with terms of the Servicing Agreement and Financing Order issued in Docket No. 37247. A Servicer selected under these conditions shall assume the obligations of the Company as Servicer under this schedule. As used in this schedule, the term Servicer includes any successor Servicer.

System Restoration Costs Charges (“SRC Charges”) – a non-bypassable charge computed on the basis of individual end-use customer consumption, except for SRC Charges applicable to NESG for which charges are based on the output of the on-site generation.

- A. For customers whose facilities, premises, and loads are subject to SRC Charges billed and collected pursuant to the Initial or Adjusted System Restoration Costs Rates, Attachment A to this schedule, the SRC Charges shall constitute a separate charge.
- B. The assessment of SRC Charges may be separately identified on the bills sent to customers or when, and if, the Company’s Service Area becomes subject to retail competition, REPs or other entities. If such charges are not separately identified, customers will be notified at least annually that the Transition Property is owned by the BondCo and not ETI.

III. APPLICABILITY

This schedule, along with Attachment A, sets out the rates, terms and conditions under which SRC Charges shall be billed and collected by the Company, any successor Servicer(s), any REPs, and any other entity(ies) responsible for billing or collecting SRC Charges on behalf of the SPE pursuant to the terms of the Financing Order or this tariff. This schedule is applicable to energy consumption and demands of customers taking service from the Company and to facilities, premises and loads of such customers.

This schedule also applies to:

- A. Customers taking service at facilities, premises, or loads located within the Service Area who are not presently receiving service from the Company, but whose present facilities, premises, or loads received service from the Company at any time on or after the date of the Financing Order when a request to change service to another utility was not pending as of that date.
- B. Customers located within the Service Area and prior customers of the Company who are served by NESG.
- C. Public customers located within the Service Area who purchase power from the General Land Office under PURA § 35.102.

Individual end-use customers are responsible for paying SRC Charges billed to them in accordance with the terms of this schedule. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Financing Order, which entity may be the Company, a successor Servicer, a REP, an entity designated to collect SRC Charges in place of the REP, or other entity which may be required to bill or collect the SRC Charges. The REP, an entity designated to collect SRC Charges in place of the REP, or another entity which is required to bill or collect the SRC Charges will pay the SRC Charges to the Servicer, whether or not they collect the SRC Charges from their customers. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

SECTION III RATE SCHEDULES

Page 38.3

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SRC (Cont.)

Sheet No.: 77
Effective Date: November 30, 2009
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Attachments A and B

SYSTEM RESTORATION COSTS

IV. TERM

This schedule shall remain in effect until the SRC Charges have been collected and remitted to the SPE in an amount sufficient to satisfy all obligations of the SPE in regard to paying principal and interest on the Transition Bonds together with all other qualified costs as provided in PURA §§ 39.302(4) and 36.403(d). However, in no event shall the SRC Charges provided for in this schedule be collected for service rendered after 15 years from issuance of the Transition Bonds. SRC Charges for service rendered during the 15-year period following issuance of the Transition Bonds pursuant to the Financing Order, but not collected during that 15-year period, may be collected after the 15-year period. This schedule is irrevocable and non-bypassable for the full term during which it applies.

V. SRC RATE CLASSES

The SRC Rates will be payable by all existing customers of the Company and all existing and future customers located within the Company's Service Area. The defined SRC Rate Classes to whom SRC Rates will apply are as follows:

- Residential — this service is applicable for all domestic purposes in single family residences or individual apartments.
- Small General Service — this service is applicable to non-residential customers using 20 kW or less of demand. The Small General Service class also includes Municipal Traffic Signal Service and Unmetered Services.
- General Service — this service is applicable to non-residential customers who contract for not less than 5 kW but not more than 2,500 kW of electric service.
- Large General Service — this service is applicable to non-residential customers who contract for not less than 300 kW but not more than 2,500 kW of electric service.
- Large Industrial Power Service — this service is applicable to non-residential customers who contract for not less than 2,500 kW of electric service. The Large Industrial Power Service class also includes customers taking service under Pipeline Pumping Service and Interruptible Service.
- Standby and Maintenance Service — this service is applicable to non-residential customers who have their own generation equipment and who contract for Standby and Maintenance Service from the Company.

(Continued on reverse side)

- Experimental Economic As-Available Power Service — this service is applicable to all Customers having self-generation capability greater than 5,000 kW which was both permanently existing on site and in operating condition as of March 8, 1993. The power taken under Schedule EAPS can only be used for the displacement, in total or in part of the Customer's self-generating capability. A Customer may not contract for Schedule EAPS power in excess of the design capacity of the Customer's power production facilities and shall not displace load historically served by the Company.
- Street and Outdoor Lighting — this class includes Area Lighting Service which provides security or flood lighting services provided on end-use customers' premises and Street and Highway Lighting Service.

VI. PERIODIC BILLING REQUIREMENT ALLOCATION FACTORS

The Periodic Billing Requirement shall be functionalized and allocated to each SRC Rate Class using the methods approved by the Commission in Docket No. 36931 as outlined in Attachment B to this schedule.

VII. DETERMINATION OF SRC RATES

SRC Rates will be adjusted no less frequently than annually in order to ensure that the expected collection of the SRC Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the Transition Bonds and to pay on a timely basis other qualified costs. The SRC Rates shall be computed by multiplying the Periodic Billing Requirement Allocation Factor ("PBRAF") times the Periodic Billing Requirement ("PBR") for the projected SRC period, and dividing such amount by the billing units of the SRC Rate Class, as shown in the following formula:

$$SRC_c = [(PBR * PBRAF_c) + P_c] / FBU_c$$

Where,

SRC_c = SRC Rate applicable to an SRC Rate Class during the SRC Period;

PBR = Periodic Billing Requirement for the SRC Period;

$PBRAF_c$ = the Periodic Billing Requirement Allocation Factor for such class in effect at such time;

P_c = Prior period over-/under-recovery for such class; and

FBU_c = Forecasted Billing Units (i.e., class-specific energy or demand billing units) currently forecast for a class for the SRC period.

VIII. STANDARD AND INTERIM TRUE-UP PROCEDURE

Not less than 15 days prior to the first billing cycle for the Company's November 2010 billing month, and no less frequently than annually, the Servicer shall file a revised Attachment A setting forth the upcoming SRC period's SRC Rates (Adjusted SRC Rates), complete with all supporting materials. The Adjusted SRC Rates will become effective on the first billing cycle of the Company's November billing month. The Commission will have 15 days after the date of the true-up filing in which to confirm the accuracy of the Servicer's adjustment. Any necessary corrections to the Adjusted SRC Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

SECTION III RATE SCHEDULES

Page 38.5

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SRC (Cont.)

Sheet No.: 78
Effective Date: November 30, 2009
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Six Sheets Plus
Attachments A and B

SYSTEM RESTORATION COSTS

The Servicer is also required to make mandatory interim true-up adjustments semi-annually (or quarterly during the period between the expected final maturity and the legal final maturity of the last bond tranche or class), using the methodology applicable to the standard true-up, (i) if the Servicer forecasts that SRC Charge collections will be insufficient to make all scheduled payments of principal, interest and other amounts in respect of the transition bonds during the current or next succeeding payment period and/or (ii) to replenish any draws upon the capital subaccount. In the event an interim true-up is necessary, the interim true-up adjustment should be filed not less than 15 days prior to the first billing cycle of the month in which the revised transition charges will be in effect. In no event would such interim true-up adjustments occur more frequently than every three months if quarterly transition bond payments are required or every six months if semi-annual transition bond payments are required; provided, however, that interim true-up adjustments for any transition bonds remaining outstanding after the expected final maturity date of the last tranche or class shall occur quarterly.

IX. NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the SRC Rate Classes for an upcoming period decreases by more than 10% of the threshold billing units set forth in the Financing Order, the Servicer shall make a non-standard true-up filing at least 90 days before the effective date of the next standard true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- A. allocate the upcoming period's Periodic Billing Requirement based on the PBRAFs as outlined in Attachment B;
- B. calculate undercollections or overcollections from the preceding period in each SRC Rate Class by subtracting the previous period's SRC Charge revenues collected from each class from the Periodic Billing Requirement determined for that class for the same period;
- C. sum the amounts allocated to each SRC Rate Class in steps A and B above to determine an adjusted Periodic Billing Requirement for each SRC Rate Class;
- D. divide the Periodic Billing Requirement for each SRC Rate Class by the maximum of the forecasted billing units or the threshold billing units for that Class, to determine the threshold rate;
- E. multiply the threshold rate by the forecasted billing units for each SRC Rate Class to determine the expected collections under the threshold rate;
- F. allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step E among the SRC Rate Classes using the PBRAFs as outlined in Attachment B;

(Continued on reverse side)

- G. add the amount allocated to each SRC Rate Class in step F above to the expected collection amount by class calculated in step E above to determine the final Periodic Billing Requirement for each class; and
- H. divide the final Periodic Billing Requirement for each SRC Rate Class by the forecasted billing units to determine the SRC Rate by Class for the upcoming period.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- A. The Servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the effective date of the proposed true-up adjustment. The filing will contain the proposed changes to the SRC Rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed effective date.
- B. Concurrently with the filing of the non-standard true-up with the Commission, the Servicer will notify all parties in Docket No. 37247 of the filing of the proposal for a non-standard true-up.
- C. The Servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with the Financing Order. The Commission will issue a final order by the proposed effective date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the Servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the Servicer in the next true-up filing.

X. ALTERNATIVE BILLING AND COLLECTION TERMS AND CONDITIONS

The billing and collection of SRC Charges may differ as set forth in this schedule. The alternative terms and conditions for each party are set forth below:

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

- 1. Applicable to former customers of the Company in multiply certificated service areas now taking service from other electric utilities, municipally owned utilities, or cooperatives or through REPs served from other electric utilities, municipally owned utilities, or cooperatives.
- 2. Charges subject to this tariff must be paid in full by the other electric utility, municipally owned utility, or cooperative to the Servicer pursuant to the terms of the Transition Property Servicing Agreement.

B. Billings by Servicer to NESG:

- 1. Applicable to end-use consumption served by on-site non-eligible self generation. The SRC Charges applicable to NESG are in addition to the applicable SRC Charges under A above or C below.
- 2. Payment terms pursuant to the Commission's rules.

SECTION III RATE SCHEDULES

Page 38.7

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SRC (Cont.)

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Effective Date: November 30, 2009
Revision: 0
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Schedule Consists of: Six Sheets Plus
Attachments A and B

SYSTEM RESTORATION COSTS

3. SRC Rate Class determined by summing loads on the transmission and distribution system with loads served by non-eligible self generation.
4. Servicer has the right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all end-use customers served by the REP for which SRC Charges apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected SRC Charges collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of SRC Charges collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).

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5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for SRC Charges payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.
6. In the event that a REP or the Provider of Last Resort ("POLR") provider is billing customers for SRC Charges, the REP shall have the right to transfer the customer to the POLR provider (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of SRC Charges.
2. Payments of SRC Charges are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or not, or when, the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer ("EFT"), wire transfer ("WT") and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid SRC Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the Indenture Trustee to be applied against SRC Charges obligations. A REP shall not be obligated to pay the overdue SRC Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue SRC Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such SRC Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid SRC Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:

SECTION III RATE SCHEDULES

Page 38.9

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SRC (Cont.)

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Attachments A and B

SYSTEM RESTORATION COSTS

- (a) Allow the POLR provider or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of SRC Charges.
- (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
- (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay SRC Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The POLR provider will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR provider defaults or is not eligible to provide such services, responsibility for billing and collection of SRC Charges will immediately be transferred to and assumed by the Servicer until a new POLR provider can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR provider, or Servicer for any amount of SRC Charges they have paid their REP (although future SRC Charges shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with § X.D.3.(a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.
5. In the event the Servicer is billing customers for SRC Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

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6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the standard true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used for the transition bonds issued by Entergy Texas Restoration Funding, LLC pursuant to the financing order issued in Docket No. 37247. On an annual basis in connection with the standard true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
 - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing SRC Charges) have been written off.
 - (b) The REP's recourse will be limited to a credit against future SRC Charges payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
 - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits in its calculation of the SRC Rates for the next SRC billing period, and the REP's rights to credits will not take effect until after such adjusted SRC Rates have been implemented.
7. In the event that a REP disputes any amount of billed SRC Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of SRC Charges payments (and penalties arising therefrom) will be handled in a like manner.

Any interest paid by the Servicer on disputed amounts shall not be recovered through SRC Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

SECTION III RATE SCHEDULES

Page 38.11

ENTERGY TEXAS, INC.
Electric Service

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SYSTEM RESTORATION COSTS

XI. OTHER TERMS AND CONDITIONS

Prior to the date when retail competition is introduced into the Service Area, if any retail customer does not pay the full amount of any bill to ETI the amount paid by the customer will be applied in the following order of priority: first, to any amounts due with respect to customer deposits, second, to all electric service charges of ETI and to all transition charges on the bill, pari passu based upon the total amount billed, and third to tax and charges billed to the Customers. If there is more than one owner of transition property, or if the sole or any owner of transition property (or pledge or pledgee) has issued multiple series of bonds, such partial collections representing transition charges shall be allocated among such owners (or pledgee or pledgees), and among such series of transition bonds, pro-rata based upon the amounts billed with respect to each series of transition bonds, provided that late fees and charges may be allocated to the Servicer as provided in the Tariff. When and if the Service Area becomes subject to retail competition and a REP or other entity does not pay the full amount it has been billed, the amount paid by the REP or such other entity will first be apportioned between the transition charges and other fees and charges (including amounts billed and due in respect of transition charges associated with transition bonds issued under other financing orders), other than late fees, and second, any remaining portion of the payment will be allocated to late fees. The amount allocated to transition charges shall be further allocated in the same manner as the second preceding sentence. The foregoing allocations will facilitate a proper balance between the competing claims to this source of revenue in an equitable manner.

At least once each year, following the introduction of retail open access in the Service Area, (i) the Company shall cause to be prepared and delivered to REPs, if appropriate, and such customers a notice stating, in effect, that the Transition Property and the SRC Charges are owned by the SPE and not the Company; and (ii) each REP which bills SRC Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the SRC Charges are owned by the SPE and not the REP or the Company. Such notice shall be included either as an insert to or in the text of the bills delivered to such REPs or customers, as applicable, or shall be delivered to customers by electronic means or such other means as the Servicer or the REP may from time to time use to communicate with their respective customers.

SCHEDULE SRC

ENTERGY TEXAS, INC.

SCHEDULE SRC - ATTACHMENT A

INITIAL OR ADJUSTED SYSTEM RESTORATION COSTS RATES

I. **RATE CLASSES**

For purposes of determining and billing Initial or Adjusted System Restoration Costs Rates, each end-use customer will be designated as a customer belonging to one of eight classes as identified and defined in § V of Rate Schedule SRC.

II. **NET MONTHLY RATE**

The Initial or Adjusted SRC Rates shall be determined in accordance with and are subject to the provisions set forth in Rate Schedule SRC. Not less than 15 days prior to the first billing cycle for the Company's November 2010 billing month and no less frequently than annually thereafter, the Company or successor Servicer will file a revision to Schedule SRC, Attachment A setting forth the Adjusted SRC Rates to be effective for the upcoming period. If made as a result of the standard true-up adjustment in Rate Schedule SRC, the Adjusted SRC Rates will become effective on the first billing cycle of the Company's November billing month. If an interim true-up adjustment is made pursuant to Rate Schedule SRC, the Adjusted SRC Rates will become effective on the first billing cycle of the Company's billing month that is not less than 15 days following the making of the interim true-up adjustment filing. If a non-standard true-up filing pursuant to Rate Schedule SRC is made to revise the Initial or Adjusted SRC Rates, the filing will be made at least 90 days prior to the first billing cycle for the Company's November billing month. Amounts billed pursuant to this schedule are not subject to Rider IHE or State and local sales tax.

<u>SRC Rate Class</u>	<u>Initial or Adjusted SRC Rates</u>	
Residential	\$0.00576	per kWh
Small General Service	\$0.00799	per kWh
General Service	\$0.00426	per kWh
Large General Service	\$0.00205	per kWh
Large Industrial Power Service	\$0.20358	per kW
Experimental Economic As-Available Power Service	(\$0.00031)	per kWh
Standby and Maintenance Service	\$0.02033	per kW
Street and Outdoor Lighting	\$0.02534	per kWh

The Initial or Adjusted SRC Rates are multiplied by the kWh or kW as applicable, read, estimated or determined during the billing month and will be applied to bills rendered on and after the effective date.

ENTERGY TEXAS, INC

CALCULATION OF INITIAL SYSTEM RESTORATION COSTS CHARGE
Functionalization and Allocation of Annual Securitization Payments
Billing Period 1 - Texas Retail by Class

	<u>Tx Retail</u>	<u>RES</u>	<u>SGS</u>	<u>GS</u>	<u>LGS</u>	<u>LPS</u>	<u>EAPS</u>	<u>SMS</u>	<u>LIG</u>
Production									
Texas Retail Allocation Factors *	100.0000%	43.5249%	2.1765%	21.9201%	7.5549%	21.6431%	1.9501%	0.8743%	0.3561%
Related Storm Costs	\$2,440,116								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	0.4916%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Prod	\$132,926	\$57,856	\$2,893	\$29,138	\$10,042	\$28,769	\$2,592	\$1,162	\$473
Transmission									
Texas Retail Allocation Factors *	100.0000%	45.7242%	2.2720%	22.5398%	7.4625%	18.8947%	1.9855%	0.7864%	0.3349%
Related Storm Costs	\$70,981,989								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	14.3006%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Trans	\$3,866,762	\$1,768,046	\$87,853	\$871,560	\$288,557	\$730,613	\$76,775	\$30,408	\$12,950
Distribution									
Texas Retail Allocation Factors *	100.0000%	59.5467%	4.4127%	24.6479%	5.5437%	1.4705%	0.0000%	0.1477%	4.2308%
Related Storm Costs	\$421,131,190								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	84.8445%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Distrib	\$22,941,228	\$13,660,744	\$1,012,328	\$5,654,531	\$1,271,793	\$337,351	\$0	\$33,884	\$970,597
Net General Plant									
Texas Retail Allocation Factors *	100.0000%	52.3305%	3.6199%	20.1101%	5.8632%	14.1243%	1.1314%	0.7442%	2.0764%
Related Storm Costs	\$1,803,271								
Total Storm Costs	\$496,356,566								
Ratio of Related Storm Costs	0.3633%								
Annual Levelized Payment **	\$27,039,149								
Payment Allocated to Other	\$98,233	\$51,406	\$3,556	\$19,755	\$5,760	\$13,875	\$1,111	\$732	\$2,040
Total Payments**									
Blended Allocation Factors	\$27,039,149	\$15,538,048	\$1,106,630	\$6,574,984	\$1,576,152	\$1,110,608	\$80,478	\$66,186	\$986,060
	100.00%	57.464%	4.093%	24.317%	5.829%	4.107%	0.298%	0.245%	3.647%

* Source of Texas Retail Allocation Factors - Docket No. 36931 Phillip B. Gilliam Direct Testimony Exhibit PBG-3
** Source of Annual Levelized Payment to be allocated - Provided by Charles Atkins.

SECTION III RATE SCHEDULES

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SCO

Sheet No.: 83
Effective Date: November 30, 2009
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Two Sheets
Plus Attachments A

STORM COST OFFSET

I. GENERAL

This Storm Cost Offset Rate Schedule SCO is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company" or "ETI") to all electric service billed under all of the Company's Rate Schedules and all associated Riders, whether for metered or un-metered service, and subject to the jurisdiction of the Public Service Commission of Texas ("PUCT" or the "Commission").

Rate Schedule SCO is applicable to energy consumption and demands of the Company's customers who take bundled service from the Company and when, and if, the Company's Service Area becomes subject to retail competition, to Retail Electric Providers or other entities during the term that this rate schedule is in effect, and to the facilities, premises, and loads of all other customers obligated to pay System Restoration Costs Charges.

II. DEFINITIONS

For the purposes of this schedule, the following terms shall have the following meanings:

Company – Entergy Texas, Inc., and its successors and assigns that provide transmission or distribution service directly to customers taking service at facilities, premises, or loads located within the Service Area.

Retail Electric Provider ("REP") – when, and if, the Company's Service Area becomes subject to retail competition, the entity which serves the customer's energy needs, and will remit to the Servicer the System Restoration Costs ("SRC").

III. APPLICABILITY

Pursuant to the Settlement Agreement in Public Utility Commission of Texas Docket No. 37247 Rate Schedule SCO is a negative charge to customers subject to Rate Schedule SRC to provide customers benefits associated with System Restoration Costs.

IV. TERM

This schedule shall remain in effect until Rate Schedule SRC is terminated.

V. SCO RATE CLASSES

The Rate Schedule SCO Rate Classes will be the same as the Rate Classes for Rate Schedule SRC. For purposes of determining and billing Storm Cost Offset Rates, each end-use customer will be designated as a customer belonging to one of eight classes as identified and defined in § V of Rate Schedule SRC.

(Continued on reverse side)

VI. ALLOCATION OF SCO BENEFITS

The allocation of Rate Schedule SCO benefits will be in the same manner as Rate Schedule SRC.

VII. ANNUAL TRUE-UP PROCEDURE

Rate Schedule SCO true-up will be performed at the same time, using the same billing determinants, as the Standard True-Up or Non-Standard True-Up for Rate Schedule SRC.

SCHEDULE SCO

Page 39.3
ATTACHMENT A
Effective: October 29, 2012

ENTERGY TEXAS, INC.

SCHEDULE SCO – ATTACHMENT A

INITIAL OR ADJUSTED STORM COST OFFSET RATES

I. NET MONTHLY RATE

The SCO rates to be applied beginning on the effective date of this schedule are set out below. SCO rates to be applied in subsequent periods will be determined in the Standard True-Up or Non-Standard True-Up process.

SCO Rate Class	Initial or Adjusted SCO Rates	
Residential	(\$0.00126)	per kWh
Small General Service	(\$0.00172)	per kWh
General Service	(\$0.00092)	per kWh
Large General Service	(\$0.00045)	per kWh
Large Industrial Power Service	(\$0.04637)	per kW
Experimental Economic As-Available Power Service	(\$0.00041)	per kWh
Standby and Maintenance Service	(\$0.00472)	per kW
Street and Outdoor Lighting	(\$0.00555)	per kWh

The Initial or Adjusted SCO Rates are multiplied by the kWh or kW as applicable, read, estimated or determined during the billing month and will be applied to bills rendered on and after the effective date.

SECTION III RATE SCHEDULES

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE RCL

SCHEDULE Q-8.8
2013 TX RATE CASE
Page 40.1 Page 133 of 249

Sheet No.: 53
Effective Date: 8-15-10
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

REMOTE COMMUNICATIONS LINK RIDER

I. AVAILABILITY

This Remote Communications Link Schedule ("Rider RCL" or "Rider") is available at all points throughout the territory served by Entergy Texas, Inc. (the "Company") to any eligible Customer receiving service from the Company. Company has the right to terminate this Rider at any time, upon giving thirty (30) days written notice of intent to terminate to the Commission. In such event, each current Customer served under this Rider will continue on this Rider until the end of the Customer's then current contract term, irrespective of whether such contract is in its Original Term or Renewal Term as defined below.

II. APPLICABILITY

The RCL Rider is an optional service that provides a wireless communication link to the Company's meter located at the Customer's premises to provide access for retrieval of Customer usage data for billing purposes or to meet Customer requested interval load data requirements. Rider RCL is available upon the Customer's request and at the option of the Company.

III. LENGTH OF CONTRACT AND CONTRACT TERMINATION

Customer will be required to sign a contract for a minimum term of two (2) years ("Original Term"). If Customer chooses to cancel service under the contract before the completion of such term, the monthly charges not then paid for the remainder of the term shall become due and payable immediately. Customer and Company each has the option to terminate the contract at the end of a contract term (irrespective of whether such contract is in its Original Term or Renewal Term as defined herein) if a minimum of thirty (30) days written notice is provided. If not terminated, the contract will automatically renew for successive one year terms (each individual one-year period being a "Renewal Term").

IV. GENERAL PROVISIONS

All Customers must have an Interval Data Recording meter with wireless communication capability installed by the Company at Customer's expense to enable such data collection, such expenses set forth herein. Customers requiring an upgrade to interval metering may elect to pay for the interval meter installation either through a one-time charge or through a recurring charge paid monthly during the term of, and extensions of the term of, the contract.

Customers who currently own the communications link to the Company's meter may retain that link or they may opt to convert to a Company-owned link at the Customer's expense. All equipment installed by the Company is and will remain the property of the Company.

(Continued on reverse side)

V. CHARGES/PAYMENT OPTIONS

Wireless Communication Package	
Company-owned Communications Link	\$12.00 per month, per meter
Wireless Meter Upgrade:	
Self Contained Meter:	
Single Payment Option	\$375.00 per meter
Monthly Payment Option	\$ 15.62 per month, per meter
Transformer Rated Meter:	
Single Payment Option	\$680.00 per meter
Monthly Payment Option	\$ 28.33 per month, per meter

VI. OTHER PROVISIONS

All equipment installed to provide service under this Schedule shall be and remain the property of Entergy Texas, Inc.

SCHEDULE RCL

SECTION III RATE SCHEDULES

SCHEDULE Q-8.8
2013 TX RATE CASE
Page 41.1 Page 135 of 249

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE IHE

Sheet No.: 15
Effective Date: 1-28-09
Revision: 1
Supersedes: IHE Effective 11-2-95
Schedule Consists of: One Sheet

RIDER FOR INSTITUTIONS OF HIGHER EDUCATION

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to all Customers served under any retail electric rate schedule and/or rider schedule, hereinafter referred to as the regular rate schedule(s), for electric service to any facility of any four-year state university, upper level institution, Texas State Technical College, or college, as provided for in PURA Section 36.351.

II. MODIFICATION OF THE REGULAR RATE SCHEDULE(S)

The monthly bill as computed, net of fuel adjustment, under the regular rate schedule(s) will be discounted by twenty (20) percent.

SECTION III RATE SCHEDULE

Page 42.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE RPCEA

Sheet No.: 96
Effective Date: 04-01-2014
Revision: 4
Supersedes: RPCEA Effective 9-28-12
Schedule Consists of: One Sheet Plus
Attachment A

ROUGH PRODUCTION COST EQUALIZATION ADJUSTMENT RIDER

I. GENERAL

This Rough Production Cost Equalization Adjustment Rider ("Rider RPCEA") defines the procedure by which Entergy Texas, Inc. ("Company") shall collect from Customers the Company's Rough Production Cost Equalization Remedy Payments related to FERC Docket No. ER13-1595 for the twelve month period ending December 2012.

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II. APPLICABILITY

This Rider is applicable under the regular terms and conditions of the Company to all Customers served under an applicable retail electric rate schedule that also requires the Customer to pay rates established under rate schedule FF, whether metered or unmetered, and rider schedules subject to the jurisdiction of the Public Utility Commission of Texas.

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III. TERM

Rider RPCEA shall be effective starting with the first billing cycle for April 2014 and continuing through the final billing cycle for March 2015.

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IV. ADJUSTMENT FACTORS

The Adjustment Factors billed in accordance with Rider RPCEA shall be set forth in Attachment A to this Rider RPCEA.

V. TRUE UP

Any over or under distribution of the Rough Production Cost Equalization Remedy Payments related to the twelve month period ending December 2012 through Rider RPCEA including carrying costs will be added to the Company's fuel (under)/over-recovery balance in May 2015.

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VI. CHANGE IN AMOUNT

The Adjustment Factors in Attachment A to this Rider RPCEA are based on the amount of the Company's Rough Production Cost Equalization Remedy adjustment obtained pursuant to wholesale rates calculated by Entergy Services, Inc. under Entergy System Agreement Service Schedule MSS-3 for the twelve month period ending December 31, 2012. In the event a Federal Energy Regulatory Commission order changes the amount of any Rough Production Cost Equalization Remedy adjustment obtained by the Company, the amount of such change shall be reflected in the Company's fuel (under)/over-recovery balance.

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Attachment A
Effective 04-01-14

ENTERGY TEXAS, INC.
ROUGH PRODUCTION COST EQUALIZATION ADJUSTMENT RIDER
RIDER SCHEDULE RPCEA

ADJUSTMENT FACTORS

The following adjustment will be applied as a kWh charge for all bills, for electric service billed under applicable retail rate and rider schedules* on file with the Public Utility Commission of Texas. The Adjustment shall be effective starting with the first billing cycle for April 2014 and continuing through the final billing cycle for March 2015. Amounts billed pursuant to this Rider RPCEA are not subject to Rider IHE but are subject to State and Local sales tax.

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<u>Rate Class</u>	<u>RPCEA Factor per kWh</u>
Residential Service (per kWh)	\$0.00071
Small General Service (per kWh)	\$0.00072
General Service (per kWh)	\$0.00073
Large General Service (per kWh)	\$0.00073
Lighting Service (per kWh)	\$0.00072
Large Industrial Power Service	**

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*Excluding Schedules EAPS, SMS, LQF, SQF, MVLMR and MVDRR.

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**For customers in the Large Industrial Power Service rate class (Rate Schedules LIPS, LIPS-TOD, SSTS and IS), the Rider RPCEA amount will be based on the customer's actual kWh usage during the billing months of January 2012 through December 2012 and implemented in equal amounts, charged to the customers starting with the first billing cycle for April 2014 and continuing through the final billing cycle for March 2015.

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SECTION III RATE SCHEDULES

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE RPSCOC

Sheet No.: 116
Effective Date: 6-30-12
Revision: 1
Supersedes: RPSCOC Effective 8-30-10
Schedule Consists of: One Sheet Plus
Attachments A and B

RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RIDER

I. AVAILABILITY

Pursuant to the Public Utility Commission of Texas ("P.U.C.") SUBST. R. §25.173(j)(2), this Renewable Portfolio Standard ("RPS") Calculation Opt-out Credit Rider ("RPSCOC") is available to Eligible Customers, as defined herein, receiving electric service from Entergy Texas, Inc. ("ETI" or "Company") at transmission-level voltage.

II. PURPOSE

The purpose of this RPSCOC Rider is to credit Eligible Customers for costs attributable to the renewable energy credit ("REC") program that are recovered in the Company's base rates.

III. APPLICABILITY

This Rider is applicable to electric service provided by the Company to billed kilowatt hours of all Eligible Customers, as defined herein, served under retail rate schedules set forth in Attachment A to this Rider RPSCOC.

Eligible Customers are those:

- (1) that receive electric service from ETI at 60 kV or higher, or who receive electric service directly through a Company-owned substation that is connected to the transmission network at 60 kV or higher as defined in P.U.C. SUBST. R. §25.173(c)(23); and
- (2) that submit an Opt-out Notice to the Commission for the applicable compliance period as defined in P.U.C. SUBST. R. §25.173(c)(1); and
- (3) whose load is excluded from the RPS calculation pursuant to P.U.C. SUBST. R. §25.173(j)(1); and
- (4) that have submitted an Opt-out Notice to the Commission pursuant to P.U.C. SUBST. R. §25.173(j)(3) and that have submitted such Notice to the Company for the applicable compliance period as defined in P.U.C. SUBST. R. §25.173(c)(1).

IV. RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RATE

The rate associated with Rider RPSCOC ("Renewable Portfolio Standard Calculation Opt-out Credit Rate") shall be as set forth in Attachment A to this Rider RPSCOC.

V. REVOCATION OF OPT-OUT NOTICE

The term of the Opt-out Notice is the calendar year of the compliance period. Pursuant to P.U.C. SUBST. R. §25.173(j)(3), a customer may revoke an Opt-out Notice at any time prior to the end of a compliance period by proper filing.

(Continued on reverse side)

VI. TERM

This Rider RPSCOC shall remain in effect until modified, and will terminate upon the introduction of customer choice or the implementation of rates or riders that reflect the exclusion of the recovery of REC program costs from such eligible customers.

RIDER SCHEDULE RPSCOC

ENTERGY TEXAS, INC.
RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RATE
RIDER SCHEDULE RPSCOC

Net Monthly Rate

The following Rate Adjustment will be added to the rates set out in the Net Monthly Bill for electric service billed under applicable rate schedules* on file with the Public Utility Commission of Texas to eligible customers as defined in Rider RPSCOC. The Rate Adjustment shall be effective for bills rendered on and after the first billing cycle of November 2012 and shall remain in effect until the implementation of rates or riders that reflect the exclusion of the recovery of REC program costs from such eligible customers.

*Excluded Schedules: EAPS and SMS.

<u>Rate Class</u>	<u>Rate Schedules</u>	<u>Rate Adjustment (1)</u>	
General Service	GS, GS-TOD	\$(0.000115) /kWh	R
Large General Service	LGS, LGS-TOD	\$(0.000114) /kWh	R
Large Industrial Power Service	LIPS, LIPS-TOD	\$(0.000107) /kWh	R

Note:

(1) See Attachment B

RIDER SCHEDULE RPSCOC ATTACHMENT A

ENTERGY TEXAS, INC.
RENEWABLE PORTFOLIO STANDARD CALCULATION OPT-OUT CREDIT RIDER
RIDER SCHEDULE RPSCOC
FOR THE TWELVE MONTHS ENDING MARCH 31, 2013

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LINE NO	RATE CLASS (a)	ENERGY @PLANT MWH (1) (b)	ENERGY @PLANT ALLOCATION (c)	TEXAS RETAIL REC PROGRAM COSTS IN RATES (2) (d)	APPLICABLE ENERGY @METER MWH (1) (e)	RPSCOC RIDER PER KWH (f)	
1	RESIDENTIAL SERVICE	6,246,696	35.98405%	(\$659,299)			T
2	SMALL GENERAL SERVICE	327,103	1.88427%	(\$34,524)			T
3	GENERAL SERVICE	3,597,740	20.72476%	(\$379,719)	3,312,414	\$(0.000115)	T, R
4	LARGE GENERAL SERVICE	1,668,455	9.61112%	(\$176,095)	1,548,748	\$(0.000114)	T, R
5	LARGE INDUSTRIAL POWER SVC	5,431,235	31.28659%	(\$573,233)	5,343,153	\$(0.000107)	T, R
6	LIGHTING SERVICE	88,397	0.50921%	(\$9,330)			T
7	TOTAL TEXAS RETAIL	17,359,626	100.0000%	(\$1,832,200)			T

Notes:

- (1) SMS and EAPS are excluded from MWH.
(2) REC Program Costs are based on the costs that the Company projects to incur during the twelve (12) months ending March 31, 2014.

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RIDER SCHEDULE RPSCOC ATTACHMENT B

SECTION III RATE SCHEDULES

SCHEDULE Q-8.8
2013 TX RATE CASE
Page 44.1 Page 142 of 249

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE SIPS

Sheet No.: 118
Effective Date: 6-30-12
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

OPTIONAL RIDER TO SCHEDULE LIPS FOR SCHEDULABLE INTERMITTENT PUMPING SERVICE

I. APPLICABILITY

This optional rider is applicable under the regular terms and conditions of the Company to Customers taking service under Schedule LIPS who, under normal operations, are able to schedule in advance intermittent, limited duration increases in electrical loads associated with Customer's pumping equipment. Such intermittent increases must be arranged at least four weeks in advance, unless a shorter notice is agreed to by the Company, and must be compatible with Company's generation capability, as determined by Company's operating personnel. Unless otherwise agreed to by the Company, increases in electrical loads will not exceed 10,000 kilowatts or 80 hours in a calendar year.

II. AVAILABILITY

This rider will be available only during the months of October through May, unless specifically approved by Company. Only periods of scheduled load increases will be recognized for billing purposes, and recognized increases must be compatible with the projected generation capability of Company at the time of the proposed increases. In addition, the Company reserves the right to request that a scheduled load increase be deferred or terminated earlier than anticipated if the Company's projected generation capability no longer supports Customer's scheduled or actual load increase. Company and Customer will work together to promptly reschedule any deferred or terminated Customer load increase.

III. MODIFICATION TO REGULAR RATE SCHEDULES

The measured demand during scheduled Company-approved time periods for limited duration increases in Customer loads: (i) will be used for the purpose of determining Billing Load under Schedule LIPS §VI (A) for the current billing month, but (ii) will not be used in the determination of Contract Power under Schedule LIPS §VII in the current or any subsequent month.

SECTION III RATE SCHEDULES

Page 45.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE RCE-2

Sheet No.: 84
Effective Date: 5-30-13
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

RATE CASE EXPENSE RIDER 2

I. APPLICATION

This Rate Case Expense Rider ("Rider RCE" or the "Rider") is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company") to all electric service billed under all of the Company's Rate Schedules* and all associated Riders*, whether metered or unmetered service, and subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT").

II. GENERAL PROVISIONS

The Rider RCE rate below is to recover costs incurred by the Company resulting from the rate case filing in PUCT Docket No. 39896.

III. RATE

All electric service accounts billed in accordance with Company's Rate Schedules* and associated Riders* will also be billed the following amount during the Recovery Period:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Rate Adjustment</u>
Residential Service	RS, RS-TOD	\$0.000264 per kWh
Small General Service	SGS, UMS, TSS	\$0.000269 per kWh
General Service	GS, GS-TOD, SSTs	\$0.000163 per kWh
Large General Service	LGS, LGS-TOD, SSTs	\$0.000121 per kWh
Large Industrial Power Service	LIPS, LIPS-TOD, SSTs, IS	\$0.03425 per kW
Lighting	SHL, LS-E, ALS, RLU	\$0.000455 per kWh

Amounts billed pursuant to this Rider RCE are not subject to Rider IHE but are subject to State and Local sales tax.

IV. RECOVERY PERIOD

Rider RCE will be billed beginning with the effective date of this Rider and will terminate in the month in which the approved amount has been billed.

*Excluding Schedules EAPS, SQF, LQF, and SMS.

SECTION III RATE SCHEDULES

Page 46.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE RCE-3

Sheet No.: 85
Effective Date: Proposed
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

RATE CASE EXPENSE RIDER 3

I. APPLICATION

This Rate Case Expense Rider ("Rider RCE" or the "Rider") is applicable under the regular terms and conditions of Entergy Texas, Inc. ("Company") to all electric service billed under all of the Company's Rate Schedules* and all associated Riders*, whether metered or unmetered service, and subject to the jurisdiction of the Public Utility Commission of Texas ("PUCT").

II. GENERAL PROVISIONS

The Rider RCE rate below is to recover costs incurred by the Company and certain municipalities resulting from the base rate case filing in PUCT Docket No. 39896 subsequent to September 30, 2012 per PUCT Docket No. 40295, and the estimated rate case expenses the Company and certain municipalities will incur as a result of its September 2013 base rate case filing.

III. RATE

All electric service accounts billed in accordance with Company's Rate Schedules* and associated Riders* will also be billed the following amount during the Recovery Period:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Rate Adjustment</u>
Residential Service	RS, RS-TOD	\$0.000288 per kWh
Small General Service	SGS, UMS, TSS	\$0.000295 per kWh
General Service	GS, GS-TOD	\$0.000205 per kWh
Large General Service	LGS, LGS-TOD	\$0.000141 per kWh
Large Industrial Power Service	LIPS, LIPS-TOD, IS	\$0.04052 per kW
Lighting	SHL, LS-E, ALS, RLU	\$0.000491 per kWh

Amounts billed pursuant to this Rider RCE are not subject to Rider IHE but are subject to State and Local sales tax.

IV. RECOVERY PERIOD

Rider RCE will be billed beginning with the effective date of this Rider and will terminate in the month in which the approved amount has been billed.

*Excluding Schedules CGS, EAPS, MVDRR, MVLMR, SQF, LQF, and SMS.

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SECTION III RATE SCHEDULES

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE MVLMR

Sheet No.: 113
Effective Date: Proposed
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

MARKET VALUED LOAD MODIFYING RIDER

I. AVAILABILITY

This Rider is available, on an experimental basis, to provide a load modifying resource service option for customer's firm load served under one of the Company's firm service rate schedules. Service under this Rider may not be taken in lieu of Standby Service.

Customer must execute a Market Valued Load Modifying Rider Agreement ("MVLMR Agreement").

II. DEFINITIONS

MISO: Midwest Independent Transmission System Operator, Inc.

BPM: MISO Business Practice Manual

Firm Contract Demand: The amount of load the customer agrees not to exceed during a demand response event.

Interruptible Demand: The difference between the customer's monthly maximum registered demand for firm service and the Firm Contract Demand, but not less than zero (0).

LMR-DR: Load Modifying Resource – Demand Resource. A type of demand resource as defined in MISO's currently effective FERC tariff and as described in the associated MISO BPMs. Does not include LMR - Behind The Meter Generation.

LMR-BTMG: Load Modifying Resource – Behind The Meter Generation. A type of demand resource as defined in MISO's currently effective FERC tariff and as described in the associated BPMs.

III. GENERAL PROVISIONS

A. PROGRAM DESCRIPTION

Participation in this Rider is voluntary and offers customers the opportunity to authorize the Company to interrupt customer's load to the Firm Contact Demand for the compensation described in IV. Net Monthly Billing - Billing Provisions of this schedule. Customer participation in this Rider shall not begin until all MISO registration requirements have been completed and certified by MISO. Customer must assist and coordinate with Company to complete all MISO requirements.

MISO programs to be offered upon completion of above requirement:

- 1) LMR-DR.

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B. CURTAILMENT

An LMR-DR Customer must specify a Firm Contract Demand. Customer must interrupt load to Firm Contract Demand based on the criteria established by the currently effective MISO FERC tariff and as described in the associated MISO BPMs including but not limited to the Demand Response BPM and the Resource Adequacy BPM.

C. METERING AND COMMUNICATION

Company will designate standard metering and communication equipment compliant with MISO requirements for participation in this Rider. If the Customer does not have the appropriate equipment already installed it will be installed by the Company at customer expense.

All metering and communication equipment installed to provide service under this Rider is and will remain the property of Entergy Texas, Inc.

IV. NET MONTHLY BILL - BILLING PROVISIONS

The Net Monthly Bill will be determined in accordance with the terms and calculations defined below.

A. RATES & CHARGES

Billing Item	Frequency	Amount
Customer Charge	Monthly	\$175.00
Interruptible Credit per kW of Interruptible Demand	Monthly	\$ -x.xx

The value of the Interruptible Credit per kW applicable for the planning period of June 1 through May 31 will be updated annually by November 30 in the prior year.

B. PENALTY FOR FAILURE TO PERFORM

The customer will pay all penalties imposed on the Company by MISO for failure to reduce load as directed by MISO plus \$500.00 to cover the Company's administrative costs to determine and pay the penalty.

The Company may terminate customer's participation in this Rider if MISO precludes the customer from participating in the MISO market for failure to reduce load or for failure to pay MISO penalties imposed on the Company and the Company's administrative costs.

V. CONTRACT PERIOD

The MVLMR Agreement will have an initial term of one year unless modified by the provisions in Section IV.B. of this schedule.

SCHEDULE MVLMR

SECTION III RATE SCHEDULES

SCHEDULE Q-8.8
2013 TX RATE CASE
Page 48.1 Page 147 of 249

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE MVDRR

Sheet No.: 114
Effective Date: Proposed
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Two Sheets

MARKET VALUED DEMAND RESPONSE RIDER

I. AVAILABILITY

This Rider is available, on an experimental basis, to provide a demand response resource option to customers. Service under this Rider may not be taken in lieu of Standby Service.

This Rider is also available to Aggregators of Retail Customers as described below.

Customer must execute a Market Valued Demand Response Rider Agreement ("MVDRR Agreement").

II. DEFINITIONS

MISO: Midwest Independent Transmission System Operator, Inc.

BPM: MISO Business Practice Manual

DRR Type I – Energy Only: Demand Response Resource. A type of demand resource as defined in MISO's currently effective FERC tariff and as described in the associated MISO BPMs. An energy-only resource supplying a specific quantity of energy to the MISO energy market. Does not include resources for the MISO ancillary services markets.

MISO-EDR: Emergency Demand Response. A type of demand resource, as defined in MISO's currently effective FERC tariff and as described in the associated MISO BPMs, to meet energy needs at time of emergencies.

ARC: Aggregator of Retail Customers. Businesses that combine one or more retail customers of the Company and represent those customers' combined demand response capabilities.

Consumption Baseline: Customer-specific load data, as defined by in MISO's currently effective FERC tariff and as described in the associated MISO BPMs, representing the electrical consumption pattern and usage level typical of the customer's operation absent load curtailment for a demand response event.

Curtailment Amount: The amount of load the customer reduces from its Consumption Baseline.

Firm Contract Demand: The amount of load the customer agrees not to exceed during a demand response event.

Standard Retail Rate: The energy charge per kWh for the customer's firm service rate schedule or the applicable rate schedule for each customer being aggregated by an ARC. All applicable non-fuel riders will also apply.

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III. GENERAL PROVISIONS

N

A. PROGRAM DESCRIPTION

Participation in this Rider is voluntary and offers customers or ARCs the opportunity to authorize the Company to market their Curtailment Amount in the MISO day-ahead energy market and to share in any MISO revenue generated from the day-ahead market and during MISO declared emergency events. Customer or ARC participation in this Rider shall not begin until all MISO registration requirements have been completed and certified by MISO. Customer or ARC must assist and coordinate with Company to complete all MISO requirements.

MISO programs to be offered upon completion of above requirement:

- 1) DRR Type I – Energy Only.
- 2) MISO-EDR.

B. CURTAILMENT REQUIREMENTS

1. A DRR Type I – Energy Only customer or ARC must offer the Company a minimum load reduction of the greater of:
 - 1) 1 MW; or
 - 2) The minimum specified in the currently effective MISO FERC tariff and as described in the associated MISO BPMs.

Customer or ARC must specify load reduction as a Curtailment Amount below customer's Consumption Baseline. The method to compute the amount of load reduction will be specified in the MVDRR Agreement.

2. A MISO-EDR customer or ARC must offer the Company a minimum load reduction of the greater of:
 - 1) 100 kW; or
 - 2) The minimum specified in the currently effective MISO FERC tariff and as described in the associated MISO BPMs.

Customer or ARC may specify load reduction as a Curtailment Amount below customer's Consumption Baseline or customer may limit demand to a Firm Contract Demand. In either case the method to compute the amount of load reduction will be specified in the MVDRR Agreement.

C. DAILY PROCESS

Participation will be permitted on any day. Customer's and ARC's daily offer will be included in the Company's daily offer to MISO. At the time of first registration the customer or ARC will establish a default offer that will remain valid unless the customer or ARC modifies the offer or notifies the Company they will not participate on a particular day by 8:30 a.m. or by deadline established in the MVDRR Agreement.

D. METERING AND COMMUNICATION

Company will designate standard metering and communication equipment compliant with MISO requirements for participation in this Rider. If the Customer does not have the appropriate equipment already installed it will be installed by the Company at customer or ARC expense.

All metering and communication equipment installed to provide service under this Rider is and will remain the property of Entergy Texas, Inc.

SECTION III RATE SCHEDULES

SCHEDULE Q-8.8
2013 TX RATE CASE
Page 48.3 Page 149 of 249

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE MVDRR (Cont.)

Sheet No.: 115
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MARKET VALUED DEMAND RESPONSE RIDER

E. MISO PERFORMANCE REQUIREMENTS

Customer must comply with all currently effective MISO requirements as stated in MISO's currently effective FERC tariff and as described in the associated MISO BPMs including but not limited to the Demand Response BPM and the Resource Adequacy BPM.

F. AGGREGATION OF RETAIL LOAD

An ARC shall be subject to all the requirements set forth in this Rider. In addition, the ARC must identify each customer being aggregated and provide all the information required by MISO for participation and certification as a DRR Type I – Energy Only and / or MISO-EDR for each customer to the Company.

A customer may serve as an ARC. No customer shall be represented by more than one ARC. No customer may participate directly in this Rider and simultaneously through an ARC.

IV. NET MONTHLY BILL - BILLING PROVISIONS

The Net Monthly Bill will be determined in accordance with the terms and calculations defined below.

A. RATES & CHARGES

<u>Billing Item</u>	<u>Frequency</u>	<u>Amount</u>
Registration	Annually	\$1,000.00
Modification to Registration	Per Occurrence	\$100.00
Change to Day Ahead Offer	Per Change	\$50.00
Energy not consumed pursuant to this Rider	Offers cleared by MISO	Standard Retail Rate

B. PENALTY FOR FAILURE TO PERFORM

The customer or ARC will pay all penalties imposed on the Company by MISO for failure to reduce load as directed by MISO plus \$500.00 to recover the Company's administrative costs for determination and payment of penalty(ies).

The Company may terminate customer or ARC participation in this Rider if MISO precludes the customer or ARC from participating in the MISO market for failure to reduce load or for failure to pay MISO penalties imposed on the Company and the Company's administrative costs.

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C. SETTLEMENTS / CUSTOMER AND ARC BILL

N

For offers cleared by MISO the Company will include on the customer's bill:

1. the customer's MISO settlement amount (less 10 percent to cover the Company's administrative costs), and
2. the Rates & Charges in Section IV.A. of this schedule, and
3. any Penalty For Failure To Perform as described in Section IV. B. of this schedule.

For offers cleared by MISO the Company will pay or bill the ARC pursuant to:

1. the ARC's MISO settlement amount (less 10 percent to cover the Company's administrative costs), and
2. the Rates & Charges in Section IV.A. of this schedule, and
3. any Penalty For Failure To Perform as described in Section IV.B of this schedule.

A true-up will take place following any additional revised settlement amounts the Company receives from MISO and will be included in subsequent customer and ARC bills.

V. CONTRACT PERIOD

The MVDRR Agreement will have an initial term of one year unless modified by the provisions in Section IV.B of this schedule.

SCHEDULE MVDRR

SECTION III RATE SCHEDULES

Page 49.1

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS

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Appendixes A and B

COMPETITIVE GENERATION SERVICE

I. AVAILABILITY

Pursuant to Section 39.452(b) of the Texas Utilities Code, this Competitive Generation Service tariff ("Rider CGS" or "Rider") allows eligible Entergy Texas, Inc. ("ETI" or "Company") retail customers the ability to contract for competitive generation.

Service under this Rider ("CGS Service") will be available only to customers taking firm service under Rate Schedules Large Industrial Power Service ("LIPS") and Large Industrial Power Service - Time of Day ("LIPS-TOD") for their firm load. Customers taking all or any part of their service under Rate Schedule EAPS are excluded from taking CGS Service. LIPS and LIPS-TOD customers with interruptible service (IS) or standby and maintenance service (SMS) load are not precluded from participating in the program contemplated by this Rider (the "CGS Program"), but their participation is limited to the amount of their firm LIPS or LIPS-TOD load. Customers with IS load that participate in the CGS Program must also comply with the terms of the IS tariffs regarding minimum LIPS or LIPS-TOD load. Only the portion of the customer's LIPS or LIPS-TOD firm load that exceeds the firm contract power minimum requirement under section 1 of Schedule IS is eligible for the CGS Program.

Further, in order to take CGS Service, a customer must have and maintain at least 2,500 kW of firm service under Rate Schedule LIPS or LIPS-TOD. Minimum charge provisions of Rate Schedules LIPS or LIPS-TOD will apply to the customer's LIPS or LIPS-TOD service.

CGS Service is limited to a maximum total of ten (10) ETI-Supplier Contracts (as defined below) or 115 MW of CGS Contract Capacity (as defined below), whichever comes first. Nothing in this Rider is to be construed as contrary to an applicable decision, rule, or policy statement of a federal regulatory agency having jurisdiction. In the event of any such conflict between this Rider and any such decision, rule, or policy statement of a federal regulatory agency having jurisdiction, the latter shall control.

The provisions of this Rider CGS reflect that ETI is not a member of a regional transmission organization, such as The Midcontinent Independent Transmission System Operator, Inc. ("MISO"), an independent system operator or other marketplace. If ETI joins a regional transmission organization or another marketplace, including MISO, it may be necessary or appropriate to include and/or take into account in ETI-Supplier Contracts terms and conditions that relate to the ownership, operation, and use of, and the purchase and sale of products and services from, generation facilities in the applicable marketplace and that are not included in this Rider, including Appendix A (or in ETI's proposed form of ETI-Supplier Contract).

II. APPLICABILITY

Eligible customers who would like to serve all or part of their firm load with CGS Service may apply for CGS Service according to this Rider. In its application to ETI, the eligible customer must specify the amount of its load it requests to be served with CGS Service and the period for which such eligible customer requests to receive CGS Service.

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In addition, at the time of application, the eligible customer must have entered into a contract meeting the requirements of § III (a "Supplier-Customer Contract") with the supplier of the capacity that will be applied to such eligible customer's CGS Service (a "CGS Supplier"). Such capacity must be the capacity of a Qualifying Facility (as defined in Rate Schedule LQF) that is or will be directly connected to ETI, as provided for by the Public Utility Regulatory Policies Act of 1978 and the applicable state regulatory authority (a "QF"). The QF cannot be at the same account service location as the eligible customer.

Together with its application, the eligible customer must submit a certification jointly executed by the eligible customer and the CGS Supplier in the form of Appendix B attached hereto (a "Tracking Certification") with respect to the Supplier-Customer Contract certifying the information required therein.

Finally, in order to complete its application, the eligible customer must provide to ETI (as an annex to the customer's Tracking Certification), for the CGS Supplier, an execution-ready version of the contract between ETI (or Entergy Services, Inc., as agent for ETI) and such CGS Supplier that was fully negotiated by (or for) ETI and such CGS Supplier for the sale and purchase of capacity and energy from such CGS Supplier's QF in connection with such eligible customer's CGS Service (an "ETI-Supplier Contract"), duly executed and delivered by such CGS Supplier. Upon request from an eligible customer or CGS Supplier, ETI will provide to the eligible customer or CGS Supplier a form of ETI-Supplier Contract. Appendix A attached hereto provides further information about concepts, principles and other terms relating to the ETI-Supplier Contract.

An eligible customer who, after application therefor and fulfilling the other requirements to receive the requested CGS Service, commences taking CGS Service shall, during the period it takes CGS Service (the "CGS Term"), be considered a "CGS Customer." A CGS Customer will pay for all of its electricity requirements on the otherwise applicable LIPS or LIPS-TOD Rate Schedule, as supplemented or modified as specified in § VI, and, without limiting the foregoing, will receive a credit each month based on the amount of the "Monthly CGS Supplied Capacity" as specified in § VI.

III. INITIATION OF CGS SERVICE

- A. 1. In order to apply for CGS Service, an eligible customer (as described in § I above) must have entered into a Supplier-Customer Contract with the CGS Supplier of the capacity that will correspond to the CGS Service for such eligible customer. Such capacity must be QF capacity and cannot be at the same account service location as the eligible customer. Each Supplier-Customer Contract must be between a single eligible customer and a single CGS Supplier and with respect to a single QF.¹ The aggregation of eligible customers and/or CGS Suppliers and/or QFs to meet the minimum delivery period and QF capacity requirements described in clauses (2) and (3) below is prohibited. Subject to the foregoing and the other terms of this Rider, a CGS Customer may enter into more than one Supplier-Customer Contract. In that event, each such Supplier-Customer Contract and the associated CGS Service of the customer will be considered a CGS arrangement that is separate and apart from each other Supplier-Customer Contract and the associated CGS Service of such customer and administered accordingly for purposes of this Rider.²

¹ Suppliers eligible to enter into a Supplier-Customer Contract and provide capacity and energy to ETI pursuant to an ETI-Supplier Contract are limited to those meeting the eligibility criteria specified in this Rider; any change in the supplier eligibility criteria that increases the eligibility of suppliers will require initiation of new proceedings at the Commission.

² The language of the last two sentences of § III(A)(1) above and Appendix A hereto notwithstanding, the terms of the main body of this Rider reflect a simplifying assumption that a CGS Customer will enter into only one Supplier-Customer Contract.

SECTION III RATE SCHEDULES

Page 49.3

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS (Cont.)

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Effective Date: 7-19-13
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Six Sheets Plus
Appendixes A and B

COMPETITIVE GENERATION SERVICE

2. The total quantity of CGS Service (MW) provided to a CGS Customer (the "CGS Contract Capacity") throughout the CGS Term for such customer and the level of QF capacity (MW) contracted for under the Supplier-Customer Contract corresponding to such customer's CGS Service, and under the corresponding ETI-Supplier Contract, (i) must match exactly, (ii) must be not less than 5 MW, (iii) have the same delivery point and (iv) may vary from one year to another, but within each year must be constant (and no less than five (5) MW). Further, if elected by the CGS Supplier under the ETI-Supplier Contract corresponding to the customer's CGS Service, the level of QF capacity (MW) contracted for under the Supplier-Customer Contract with such CGS Supplier and the CGS Contract Capacity must each be subject to an adjustment downward [as described in § III(B)(7) below] (subject to the five (5)-MW minimum set forth in this paragraph) on the same basis as the quantity of QF capacity sold under such ETI-Supplier Contract.
 3. The CGS Term and the delivery period contracted for under the Supplier-Customer Contract corresponding to a customer's CGS Service, and under the corresponding ETI-Supplier Contract, (i) must match exactly (including with respect to start and expiration), (ii) may be no less than one year and, if longer than one year, must be for a whole number of years not to exceed five years, and (iii) must start on the first day of a specified month. In addition, the conditionality to the start of the delivery period under the Supplier-Customer Contract corresponding to a customer's CGS Service, and the CGS Term, must be the same as the conditionality to the start of the delivery period under the corresponding ETI-Supplier Contract.
- B. 1. To apply for CGS Service, an eligible customer must (a) notify ETI of the CGS Contract Capacity and CGS Term that it requests to receive and (b) with respect to the Supplier-Customer Contract corresponding to its CGS Service, submit to ETI, jointly with the corresponding CGS Supplier, a Tracking Certification in the form of Appendix B attached hereto, duly executed by the duly authorized representatives of the eligible customer and the CGS Supplier, certifying the information requested therein. The information in the Tracking Certification corresponding to the eligible customer's request for CGS Service must be true, complete and correct and conform to the requirements of clause (A) above. In addition, with respect to any such Tracking Certification that specifies a multi-year delivery period, the CGS Supplier must provide a deposit of \$5,000 for application towards the costs of the system impact study to be performed in connection with the transmission request associated with such Tracking Certification (as generally described in §§ III(B)(4) and (5) below and Appendix A).

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2. In order to have a complete application, the eligible customer must also provide to ETI (as an annex to the customer's Tracking Certification), for the CGS Supplier, an execution-ready version, duly executed and delivered by such CGS Supplier, of the ETI-Supplier Contract for such CGS Supplier that was fully negotiated by ETI and such CGS Supplier in connection with such eligible customer's CGS Service. Upon request from the eligible customer or CGS Supplier, ETI shall provide to the eligible customer or CGS Supplier a form of ETI-Supplier Contract that, if properly completed according to the parameters set forth therein, ETI would be willing to enter into, subject to the other terms of this Rider. Such form of ETI-Supplier Contract is based in part on and/or takes into account the general principles and concepts set forth in Appendix A attached hereto, a form of the Master Power Purchase and Sale Agreement published by the Edison Electric Institute and National Energy Marketers Association (the "EEI Master Agreement") and terms and conditions of a form confirmation for long-term power purchases entered into by ETI and its regulated affiliates pursuant to the EEI Master Agreement. If the customer's supplier desires to negotiate any of the terms of the ETI-Supplier Contract, the customer (or supplier) shall notify ETI of such desire and ETI shall endeavor to negotiate with such supplier mutually acceptable terms of the ETI-Supplier Contract as promptly as practical. ETI expects the form of ETI-Supplier Contract to serve as the basis for any such negotiation.
3. Availability of CGS Service will be on a first-come, first-serve basis, as determined by the date the applicable eligible customer and corresponding CGS Supplier have provided to ETI all items required by (and complying with) clauses (1) and (2) above (the "Request Date"). Unless a CGS Service request is earlier denied or terminated according to tariff provisions (or provisions of law) applicable to the CGS Service, ETI will use commercially reasonable efforts to enter into an ETI-Supplier Contract with the CGS Supplier corresponding to such CGS Service request by the seventh (7th) day after the Request Date for such CGS Service.
4. Pursuant to the terms and conditions of the ETI-Supplier Contract corresponding to the customer's CGS Service, and as a condition to commencement of the delivery period under such ETI-Supplier Contract and of the CGS Term, each ETI-Supplier Contract shall have qualified as a network capacity resource, with deliverability on a firm network resource basis on the Entergy transmission system from the delivery point under the ETI-Supplier Contract, with respect to the CGS Contract Capacity and energy provided under such ETI-Supplier Contract, without, unless and except to the extent that the supplier and ETI otherwise agree and the related notice and documentation requirements of this Rider are satisfied, (i) re-dispatch, (ii) the making of transmission improvements, or (iii) other cost, expense or action (except confirmation of the requested transmission service) being required by, depending on the CGS Term, either the Available Flowgate Capacity ("AFC") process or the System Impact Study ("SIS") process.

SECTION III RATE SCHEDULES

Page 49.5

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS (Cont.)

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Appendixes A and B

COMPETITIVE GENERATION SERVICE

5. At the CGS Supplier's request (after consultation with ETI) ETI will submit a transmission service request on behalf of the CGS Supplier prior to submission of an execution-ready ETI-Supplier Contract. The table below sets forth the date that ETI expects to have the results of the AFC or SIS process, based on whether the request is for a one-year CGS Term or multiple-year CGS Term.

CGS Term	Qualification Process	Timing of Results of Qualification Process
1 Year	AFC	Within 40 days after Request Date
Multiple-Year	SIS – No Facilities Study Performed	Within 100 days after Request Date
	SIS – Facilities Study Performed	Within 200 days after Request Date*

*Applicable only if the requesting eligible customer and the CGS Supplier corresponding to such customer's CGS Service would like to preserve the flexibility for such CGS Supplier to proceed to a facilities study if the results of a System Impact Study do not indicate satisfaction of the condition referenced in clause (4) above.

6. If, upon obtaining the results of the AFC or SIS process (including, if applicable, the Facilities Study) or pursuant to clause (7) below, the condition described in clause (4) above, and any other applicable condition(s) under the ETI-Supplier Contract, have been satisfied, then, unless the applicable CGS Service request is earlier terminated according to this Rider or other tariff provisions (or provisions of law) applicable to the CGS Service, the CGS Term may commence on the date requested by the eligible customer in its application for CGS Service and specified in the Tracking Certification. Notwithstanding the foregoing, CGS Service may commence no earlier than the next first day of the month that occurs at least seven (7) full days after all applicable conditions under the ETI-Supplier Contract have been satisfied and may not commence during the period from June 1 through September 30, unless such condition(s) to the start of the delivery period are satisfied on or before April 1 of the same year. If an eligible customer requests in its application for CGS Service a start date for the CGS Term that, taking account when the results of the AFC or SIS process are actually obtained, occurs on a date that is not permitted or achievable according to this clause (6) and, after being notified by ETI, the eligible customer does not revise the CGS Term to a start date that is permitted or achievable, then the associated ETI-Supplier Contract will be subject to termination by ETI and, in the event of such termination, the eligible customer's request for CGS Service will terminate according to § V below. Accordingly, each eligible customer making a request for CGS Service should request a start date for the CGS Term that allows sufficient time to obtain the results of the AFC or SIS process and for the CGS Term to start according to this clause (6). If a customer's request for CGS Service specifies a

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- CGS Term of one (1) year, the Request Date for such request must be no more than 18 months prior to the start date for the CGS Term designated in such request.
7. The CGS Supplier under the ETI-Supplier Contract corresponding to a customer's CGS Service may elect, under such ETI-Supplier Contract, to adjust the CGS Term or to adjust downward, automatically or by written notice to ETI, the level of capacity and energy to be provided under such ETI-Supplier Contract if the transmission service condition described in clause (4) above is not satisfied for the full amount of such capacity and energy but is satisfied at a lower level. If the CGS Supplier elects the automatic adjustment option, the level of capacity and energy to be provided under such ETI-Supplier Contract shall, subject to the five (5)-MW minimum set forth in § III(A)(2) above or, if higher, any alternative minimum specified by such CGS Supplier, be automatically adjusted downward to reflect the highest level of capacity and energy at which the condition described in clause (4) above is satisfied for the entirety of each Contract Year of the delivery period (or, in the case of a one-year delivery period, for the entire delivery period). If such an election is made, the CGS Contract Capacity requested by the corresponding eligible customer must also be stated in such customer's application to be subject to automatic adjustment on the same basis. If the CGS Supplier elects the adjustment-by-written-notice option, then such CGS Supplier and the corresponding customer must enter into an amended Customer-Supplier Contract reflecting such adjustment and jointly submit to ETI a duly executed amended Tracking Certification meeting the requirements therefor set forth in this Rider, including as an annex thereto an execution-ready amended ETI-Supplier Contract reasonably acceptable to the parties reflecting such adjustment. Such amended Tracking Certification must be jointly submitted (i) with respect to transmission service under the AFC process, within 48 hours of the time the results of the AFC process are made public, (ii) with respect to transmission service under the SIS process, on or before seven (7) business days after the results of the SIS process are made public, or (iii) with respect to transmission service for which a Facilities Study was performed pursuant to an agreement of the CGS Supplier and ETI under clause (4) above, on or before fourteen (14) business days after the results of the Facilities Study are made public.
8. If a request for transmission service through the AFC process is made pursuant to an ETI-Supplier Contract having a delivery period of one (1) year and the condition described in clause (4) above is not satisfied with respect to such request and not adjusted downward in accordance with clause (7) above, then, for a period of 90 days from the date of such request, no other requests for transmission service through the AFC process may be submitted that corresponds to a Customer-Supplier Contract between the supplier under such ETI-Supplier Contract and the customer to which such ETI-Supplier Contract relates.
- C. If ETI enters into the ETI-Supplier Contract corresponding to an eligible customer's application for CGS Service, then, subject to earlier termination according to this Rider or other tariff provisions (or provisions of law) applicable to the CGS Service and satisfaction of the provisions in § III(B)(6), CGS Service shall be provided to such eligible customer during the CGS Term requested by such eligible customer. During such CGS Term, such eligible customer shall be considered a CGS Customer and must be re-routed to calendar month billing cycles and billed on a calendar month basis. In each year of such CGS Term, the CGS Contract Capacity shall be the CGS Contract Capacity requested by such eligible customer (which, in the circumstances noted in clause (B)(7) above, if applicable, may be subject to adjustment downward).

SECTION III RATE SCHEDULES

Page 49.7

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS (Cont.)

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COMPETITIVE GENERATION SERVICE

IV. UPDATES TO TRACKING CERTIFICATION

- A. If, at any time, any Tracking Certification that is in effect with respect to a customer (whether before or after the start of the CGS Term) is in error or there is or will be another event, occurrence, condition, circumstance or action, singularly or in combination, that results, or will result, in such Tracking Certification being inaccurate in any respect, such customer must notify ETI of, and provide to ETI a new Tracking Certification reflecting, such event, occurrence, condition, circumstance or action, immediately after the earlier of (i) the occurrence of such event, occurrence, condition, circumstance or action or (ii) the customer becoming aware that such event, occurrence, condition, circumstance or action will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, the event, occurrence, condition, circumstance or action, including when the event, occurrence, condition, circumstance or action has occurred or will occur. In addition, an amended Tracking Certification signed by the applicable CGS Supplier and CGS Customer must be provided.
- B. Without limiting clause (A) above, if any Supplier-Customer Contract corresponding to the CGS Service to a customer, at any time (whether before or after the start of the CGS Term), ceases, or will cease, (i) to comply with § III(A) above or (ii) to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract has not yet been executed), including as a result of expiration or termination thereof, then the customer must notify ETI of such event immediately after the earlier of (1) the occurrence of such event or (2) the customer becoming aware that such event will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, such event, including when the Supplier-Customer Contract has, or will, cease to comply with § III(A) above or to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract have not yet been executed).³

V. CERTAIN TERMINATION EVENTS AND RIGHTS

- A. The request for CGS Service of, and any CGS Service (including the CGS Term) to, any customer shall terminate upon the occurrence of any of the following events (whether they occur before or after the start of the CGS Term):
1. such customer ceases to satisfy the customer eligibility requirements set forth in this tariff, provided that if such failure to satisfy a customer eligibility requirement is due solely to a technical mistake or administrative error that can be cured by such customer, such customer shall have a reasonable period of time, not to exceed seven (7) business days from the date that customer becomes aware of such technical mistake or administrative error, to cure such technical mistake or

³ For purposes of this Rider, (i) an agreement is in full force and effect upon the due execution and delivery of the agreement by the parties thereto, and (ii) for the avoidance of doubt, an agreement that has been duly executed and delivered by the parties thereto and has not been terminated or suspended is "in full force and effect" if one or more of the conditions precedent set forth in the agreement has not been satisfied or waived.

(Continued on reverse side)

- administrative error, and if such cure is effected, then, notwithstanding clause (A) above, no such termination shall occur or be given effect;
2. the Supplier-Customer Contract corresponding to the CGS Service to such customer ceases to be in full force and effect (subject only to execution of the corresponding ETI-Supplier Contract, if such ETI-Supplier Contract has not yet been executed) or otherwise ceases to comply with § II(A) above;
 3. the information in the Tracking Certification in effect for such customer pursuant to this Rider ceases to comply with the terms of this tariff and is not amended or updated by a new Tracking Certification signed by the applicable CGS Supplier and such customer in a manner that brings it into compliance with the terms of this tariff; and
 4. the ETI-Supplier Contract corresponding to the CGS Service to such customer, after it is entered into, ceases to be in full force and effect.

For purposes of this clause (A), the applicable event described in clauses (1)-(3) above shall be considered to have occurred whenever it actually occurred or, if earlier, on the earliest date set forth in any notice received by ETI, either from the applicable customer or an applicable CGS Supplier (which may be in the form of a revised Tracking Certification), as the date such event has occurred or will occur. ETI shall be entitled to rely on any such notice from either the applicable customer or an applicable CGS Supplier without inquiry or other independent verification.

- B. Without limiting § III above, if any event described above occurs, the applicable customer must notify ETI of such event immediately after the earlier of (1) the occurrence of such event or (2) the customer becoming aware that such event will occur. In its notice to ETI, the customer must describe the reason(s) for, and the details of, such event, including when the event has occurred or will occur.
- C. ETI shall have the right to terminate the request for CGS Service of, and any CGS Service (including the CGS Term) to, any customer by notice to such customer if (before or after the start of the CGS Term) such customer makes in bad faith any material misrepresentation or material omission in any Tracking Certification or notice required pursuant to § IV above or clause (B) above (including any failure in bad faith to give any such notice when required).

VI. BILLING

Each CGS Customer will be billed pursuant to Rate Schedule LIPS or LIPS-TOD, as applicable to such CGS Customer, based on the CGS Customer's total demand and energy, but such billings will be supplemented or modified as follows:

- A. Each CGS Customer will be billed each month a Fixed Cost Contribution Fee of \$1.10/kW, multiplied by the CGS Contract Capacity.
- B. Each CGS Customer will be given a credit each month equal to the Monthly CGS Supplied Capacity, multiplied by the embedded cost of generation for the rate class of the CGS Customer set in the most recent ETI general rate proceeding. Such embedded cost of generation is set at \$6.50 per kW for Rate Schedules LIPS and LIPS-TOD as of July 19, 2013, from Docket No. 38951, and will be reset upon the conclusion of each ETI general rate proceeding.

The "Monthly CGS Supplied Capacity" with respect to a month shall be the lesser of the CGS Contract Capacity and the result of the following calculation:

Rolling 12-month Hourly CGS Supplied Energy during On-Peak Hours / Number of Rolling 12-month On-Peak Hours / 0.8,

where:

SECTION III RATE SCHEDULES

Page 49.9

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS (Cont.)

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Appendixes A and B

COMPETITIVE GENERATION SERVICE

"Rolling 12-month Hourly CGS Supplied Energy during On-Peak Hours" means, with respect to a month, the sum of the Hourly CGS Supplied Energy (as defined in clause (C) below) amounts for the applicable customer over the On-Peak Hours (as defined below) of the Rolling 12 Month Period ending at the end of such month;

"Number of Rolling 12-month On-Peak Hours" means, with respect to a month, the total number of On-Peak Hours (as defined below) occurring during the Rolling 12 Month Period ending at the end of such month;

"On-Peak Hours" means hour ending 0700 CPT through hour ending 2200 CPT Monday through Saturday, excluding holidays as defined by the North American Electric Reliability Council; and

"Rolling 12 Month Period" means, as of the end of any month during the CGS Term, the twelve (12)-month period that includes such month and the preceding eleven (11) months that occurred during the CGS Term, provided that, for the first eleven (11) months of the CGS Term, the Rolling 12 Month Period means all months then elapsed in the CGS Term through the end of such month.

- C. For any hour, ETI will charge the CGS Customer at the avoided energy cost as determined by Rate Schedule LQF for the Hourly CGS Supplied Energy during such hour, up to the amount of energy received by the CGS Customer during such hour. For this purpose, "Hourly CGS Supplied Energy" means, with respect to any hour, the lesser of (a) the Total Net Energy exported by the CGS Supplier that is allocated to such customer during such hour as described below or (b) the CGS Contract Capacity for such customer applicable to such hour.
1. "Total Net Energy" means the total amount of energy supplied directly to ETI by the applicable QF of the CGS Supplier of the CGS Customer less the auxiliary and host load of such CGS Supplier(s), measured through bi-directional (net) meter(s) or, if the auxiliary or host load (or both) is measured separately, after deducting the metered amount of auxiliary or host load (or both) from such CGS Supplier's metered amount for the account service location. For the avoidance of doubt, "host load" for a QF of a CGS Supplier is limited to the electric load of such CGS Supplier at or with respect to the account service location for such CGS Supplier and excludes the electric load of any third party thermal energy host of such QF. The Total Net Energy for any hour shall be as recognized by the balancing authority for deliveries of energy during such hour directly from the applicable QF of the CGS Supplier to ETI for settlement purposes (after excluding any deliveries of auxiliary energy and host load energy from such QF). The portion of such Total Net Energy allocated to the applicable customer for purposes of calculating clause (C)(a) above shall be determined according to any applicable tag, or, if there is no tag, the Total Net Energy shall be deemed delivered according to the priority reflected in the Tracking Certification.

(Continued on reverse side)

2. While the CGS Supplier corresponding to the CGS Service to each customer is required by the ETI-Supplier Contract corresponding to the CGS Service to such customer to deliver (and, if applicable, tag) energy according to the priority reflected in the Tracking Certification, ETI shall have no liability to the CGS Customer if such CGS Supplier fails to honor such priority or, for any other reason, fails to deliver the full CGS Contract Capacity with respect to the applicable customer in any hour. Without limiting the foregoing, for QFs that are required to "tag" their energy deliveries, the allocation of energy deliveries to the applicable customer will depend on how the corresponding CGS Supplier tags such energy deliveries. While such CGS Supplier is obligated to tag according to the agreed priority reflected in Tracking Certification, ETI shall have no liability to the CGS Customer if such CGS Supplier fails to tag correctly and will not be required to correct any misallocations of energy deliveries made by the CGS Supplier in such tags.
- D. ETI will charge the CGS Customer at the ETI Fixed Fuel Factor rate for the Monthly CGS LIPS Energy during the applicable month. For this purpose, "Monthly CGS LIPS Energy" means, with respect to each month, the amount (but not less than zero) equal to (1) the aggregate energy received by the CGS Customer during such month, minus (2) the sum of the Hourly CGS Supplied Energy amounts over the hours in such month, minus (3) the sum of the Hourly CGS Unserved Energy (as defined below) amounts over the hours in such month.
- E. ETI will charge the CGS Customer according to § VII below for the Hourly CGS Unserved Energy during each hour of each month.
- F. With the exception of the capacity credit and fixed fuel factor, a CGS Customer will pay ETI a retail rate that includes all other charges the CGS Customer would pay as a firm customer (for example, Rider TTC, HRC, SRC, SRO, and IFF charges, if applicable).

VII. UNSERVED ENERGY

"Hourly CGS Unserved Energy" means, with respect to any hour, the difference equal to the CGS Contract Capacity applicable to such hour, minus the Hourly CGS Supplied Energy during such hour, less any corresponding reduction in the CGS Customer's electricity usage. ETI will charge the CGS Customer for the Hourly CGS Unserved Energy during each hour of each month at a rate equal to the sum of (A) 105% of the avoided energy cost as determined by Rate Schedule LQF for the applicable hour and (B) the variable O&M charges shown below, and will be reset upon the conclusion of each ETI general rate proceeding.

Delivery Voltage	On-Peak Per kWh	Off-Peak Per kWh
Distribution (less than 69 kV)	\$0.03555	\$0.00540
Transmission (69 kV and greater)	\$0.02451	\$0.00222

*Summer: "On-peak hours" are 1:00 p.m. to 9:00 p.m. Monday through Friday of each week beginning on May 15 and continuing through October 15 of each year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not On-peak.

Winter: "On-peak hours" for each week of Monday through Friday beginning October 16 and continuing through May 14 of each year are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m., except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend), are not On-peak.

SECTION III RATE SCHEDULES

Page 49.11

ENTERGY TEXAS, INC.
Electric Service

RIDER SCHEDULE CGS (Cont.)

Sheet No.: 110
Effective Date: 7-19-13
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Six Sheets Plus
Appendixes A and B

COMPETITIVE GENERATION SERVICE

"Off-peak hours" are all hours of the year not specified as On-peak hours. With approval of the PUCT, ETI may at its sole discretion change the On-peak hours and season from time to time.

Revenues received under clause (A) of this § VII will go towards offsetting ETI's eligible fuel costs. Revenues received under clause (B) of this § VII will reduce ETI's Rate Schedule CGSC charges.

VIII. METERING

Interval data recording (IDR) meters and telemetry are required for billing CGS Customers and must be in place, at the eligible customer's expense, prior to the start of the CGS Term. Back-up meters, the incremental cost of which will be paid by the CGS Customer, are also required to be in place prior to the start of the CGS Term. The customer will be responsible for the cost of telephone service and maintaining any required telephone equipment for the IDR meters. Alternatively, and at ETI's sole and absolute discretion, such telemetry communications service required for billing may be provided to the CGS Customer in accordance with ETI Rider Schedule RCL (Remote Communications Link Rider). Meter errors will be resolved in accordance with the PUCT Substantive Rules.

IX. REPORTING

Each year ETI will provide a report to the PUCT identifying the successes as well as issues raised by the program contemplated by this Rider. The report will also identify any changes that should be considered as a result of the annual review and may result in changes to this Rider. The initial annual report will be due no later than 14 months after PUCT approval of Rider CGS, and each annual report thereafter will be due on March 31.

RIDER SCHEDULE CGS

APPENDIX A GENERAL TERMS AND CONDITIONS OF ETI-SUPPLIER CONTRACT

This Appendix A sets forth certain general terms and conditions that will be taken into account in each ETI-Supplier Contract; however, this Appendix A:

- *does not constitute an ETI-Supplier Contract;*
- *does not contain or convey the specific language or terms and conditions in an ETI-Supplier Contract that address such terms and conditions;*
- *is not necessarily a complete expression of all terms and conditions that relate to any individual general term or condition and does not contain all material terms, conditions and matters upon which agreement would need to be reached in order for an ETI-Supplier Contract to be consummated;*
- *is not representative of the organizational structure, detail or precision of an ETI-Supplier Contract; and*
- *is not an offer or commitment by or for ETI (or any affiliate of ETI).*

Without limiting the foregoing, whenever the terms expressing the general terms and conditions in this Appendix A, which was developed prior to the main body of this Rider, are inconsistent with the terms of the main body of this Rider, and the inconsistency is not the result of the difference between the ETI-Supply Contract and CGS Service, the terms of the main body of this Rider will control.

The provisions of this Appendix A reflect that ETI is not a member of a regional transmission organization, such as The Midcontinent Independent Transmission System Operator, Inc. (MISO), an independent system operator or other marketplace. If ETI joins a regional transmission organization or another marketplace, including MISO, it may be necessary or appropriate to include and/or take into account in ETI-Supplier Contracts terms and conditions that relate to the ownership, operation, and use of, and the purchase and sale of products and services from, generation facilities in the applicable marketplace and that are not included in this Rider, including Appendix A (or in ETI's proposed form of ETI-Supplier Contract).

As noted in §§ II and III(B)(2) of the main body of this Rider, ETI will provide to any eligible customer or CGS Supplier upon request ETI's proposed form of ETI-Supplier Contract. No ETI-Supplier Contract (or other binding commitment to purchase capacity or energy from a CGS Supplier or potential CGS Supplier) shall arise prior to execution and delivery of an ETI-Supplier Contract by both ETI and the CGS Supplier according to the process detailed in this Rider and satisfaction of the conditions set forth therein.

I. BACKGROUND

A "CGS Supplier" is a supplier of capacity that will be dedicated to an eligible customer's CGS Service. Such capacity must be the capacity of a Qualifying Facility (as defined in Rate Schedule LQF) that is or will be directly connected to ETI, as provided for by the Public Utility Regulatory Policies Act of 1978 and the applicable state regulatory authority, and cannot be at the same account service location as the eligible customer. Subject to the other terms and conditions of this Rider, CGS Suppliers will enter into contracts with either Entergy Services, Inc., as agent for ETI, or directly with ETI for the sale and purchase of capacity and energy from such CGS Supplier's QF in connection with the applicable eligible customer's CGS Service (an "ETI-Supplier Contract"). The sale and purchase under the ETI-Supplier Contract must qualify as a firm capacity resource with deliverability on a firm network resource basis to ETI's load served from the ETI transmission system. Subject to the preface of this Appendix A, the general principles and concepts in this Appendix A will be taken into account in each ETI-Supplier Contract.

RIDER SCHEDULE CGS

II. GENERAL TERMS AND CONDITIONS APPLICABLE TO ETI-SUPPLIER CONTRACTS

- A. **Regulatory Change.** The CGS Supplier and ETI intend for the ETI-Supplier Contract to be binding for the term of the ETI-Supplier Contract; neither the CGS Supplier nor ETI will seek an order from the PUC that would cause a change to the terms of the ETI-Supplier Contract, unless both parties to the ETI-Supplier Contract agree. Notwithstanding the above, if the PUC orders a change in the terms and conditions of the CGS Program ("Program Changes") that would have a material adverse effect on either the CGS Supplier or ETI, then the materially adversely affected party may, within 30 days of the date such order becomes final, request in writing a change to the terms and conditions of the ETI-Supplier Contract to conform with the Commission's order without material adverse effect. After such written notice, the CGS Supplier and ETI shall be required to meet and confer in good faith within 30 days to attempt to renegotiate the ETI-Supplier Contract. Any revised ETI-Supplier Contract shall not adversely impact ETI's ratepayers or either party. If the CGS Supplier or ETI are unable to negotiate the ETI-Supplier Contract after engaging in good faith efforts, then the materially adversely affected party may terminate the ETI-Supplier Contract by giving 30 days notice. In order to allow the procedures and negotiations provided for in this Section A to take place, the parties shall further agree to request that any Program Changes ordered by the Commission that would require amendments to any Agreements become effective ninety days after the order becomes final, so long as non-CGS customers would not be adversely affected by the delay.
- B. Each ETI-Supplier Contract shall be for a delivery period of not less than one year. ETI-Supplier Contracts that have a delivery period longer than one year must be for multiples of one full year, not to exceed five years.
- C. The ETI-Supplier Contract is required to be qualified as a Network Resource for the Entergy Operating Companies under the OATT without re-dispatch being required to grant Network Resource status.
1. An ETI-Supplier Contract may be qualified as a Network Resource pursuant to either the Available Flowgate Capacity ("AFC") process and/or the System Impact Study ("SIS") process, as further provided below. For purposes of conducting the AFC and SIS processes, if a CGS Supplier enters into more than one Supplier-Customer Contract (as referenced in paragraph 2 below), the CGS Supplier may request qualification for the aggregate level of MW provided for in all of the CGS Supplier's Supplier-Customer Contracts, so long as each Supplier-Customer Contract reflected in such an aggregate request (1) has a delivery period that commences on the same date and is for the same length, and (2) complies with all other provisions of these Terms and Conditions.
 2. For one year ETI-Supplier Contracts, the AFC qualification process shall not be used more than once per ETI-Supplier Contract over a 90-day period. ETI-Supplier Contracts combined in an aggregate request, as discussed above, will be counted as one ETI-Supplier Contract for purposes of the preceding sentence.

RIDER SCHEDULE CGS

3. A determination with respect to the qualification of an ETI-Supplier Contract and the level of Contract Capacity shall be confirmed prior to the commencement of the delivery period of the ETI-Supplier Contract in accordance with the following schedule:

CGS Term	Qualification Process	Timing of Results of Qualification Process
1 Year	AFC	Within 40 days after Request Date
Multiple-Year	SIS – No Facilities Study Performed	Within 100 days after Request Date
	SIS – Facilities Study Performed	Within 200 days after Request Date*

*Applicable only if the requesting eligible customer and the CGS Supplier corresponding to such customer's CGS Service would like to preserve the flexibility for such CGS Supplier to proceed to a facilities study if the results of a System Impact Study do not indicate satisfaction of the condition referenced in clause (4) above.

4. In the event transmission is not available for the full MW level requested, an opportunity will be provided the CGS Supplier to timely amend the level of Contract Capacity reflected in the ETI-Supplier Contract prior to the commencement of the delivery period, consistent with the results of the AFC or SIS process, as provided in this paragraph. For a one-year ETI-Supplier Contract or the first year of a multi-year ETI-Supplier Contract, the amended level of Contract Capacity shall be the lowest level of Transmission Capacity available for any month during the consecutive 12 month period as reflected in the results of the AFC request. For multi-year ETI-Supplier Contracts, and subject to the following paragraph regarding a request for a Facility Study, Contract Capacity shall be consistent with the transmission capacity available during each year of the ETI-Supplier Contract as reflected in the results of both the SIS process and the AFC process. To facilitate the confirmation of available transmission capacity, at the time the ETI-Supplier Contract is tendered, a CGS Supplier may designate an alternative minimum level of Contract Capacity for purposes of amending the ETI-Supplier Contract.
5. For a multi-year ETI-Supplier Contract, in the event the result of the SIS process indicates the need for transmission upgrades, the CGS Supplier shall have the option to proceed with a Facilities Study — to be completed no earlier than the 180-day period (from the submission of the ETI-Supplier Contract) referenced above — in which case, the results of the SIS process will no longer be applicable. If applicable, an amendment in the level of Contract Capacity shall be consistent with the transmission capacity available during each year of the ETI-Supplier Contract as reflected in the Facilities Study process and the AFC process.
6. With respect to multi-year ETI-Supplier Contracts and, for clarification, the level of Contract Capacity for a multi-year ETI-Supplier Contract may vary from year to year over the term of the delivery period consistent with results of the AFC and SIS or Facilities Study process described above; however, the level of Contract Capacity will remain consistent during any successive 12-month period of the ETI-Supplier Contract and the level of capacity in each 12-month period of the multi-year ETI-Supplier Contract shall be established for the entire term of the ETI-Supplier Contract, through the process set forth above, prior to the commencement of the delivery term of the ETI-Supplier Contract.
7. An ETI-Supplier Contract with a delivery period beginning during the period of June 1 through September 30 must be provided to ETI and have qualified as a Network Resource prior to April 1 of the same calendar year.

RIDER SCHEDULE CGS

- D. An ETI-Supplier Contract shall supply a minimum of 5 MW, which amount may not be reduced due to considerations resulting from qualification of the ETI-Supplier Contract facility as a Network Resource.
- E. If the SIS process is used for qualification, the CGS Supplier shall make a deposit of \$5,000 to cover the costs of such study. Any portion of the deposit that exceeds the actual costs of the study shall be refunded to the CGS Supplier. If the SIS shows that a further Facilities Study is required, the CGS Supplier shall pay the costs of such further study, should the CGS Supplier choose to request the performance of such study. Neither ETI nor any other Entergy Operating Company shall have any obligation to pay the cost of any transmission upgrades necessary for the ETI-Supplier Contract to qualify for transmission service.
- F. The level of capacity (MW) contracted for under the ETI-Supplier Contract (CGS Contract Capacity) will be the same level of capacity contracted for in a separate but related contract between the CGS Supplier and CGS Customer (Supplier-Customer Contract). The CGS Contract Capacity shall be no greater than the summer dependable capability of the CGS Supplier. The CGS Contract Capacity shall not be more than the capacity that the CGS Supplier can supply given any host load requirements.
- G. Capacity and energy in an amount up to the contracted CGS Contract Capacity shall be produced by the CGS Supplier and accepted by Entergy on a Unit Contingent basis, as defined below, in each and every hour of every day (24/7) unless otherwise instructed by the System Operator to curtail. CGS Capacity is subject to curtailment only when and as necessary to maintain system reliability as determined by the System Operator. Any such reliability curtailment of CGS Capacity shall be made on a non-discriminatory basis relative to other Network Resources. ETI or Entergy shall not instruct the CGS Supplier to back down for economic reasons.
- H. Subject to the requirements of Paragraph G, capacity and energy supplied under the ETI-Supplier Contract shall be on a Unit Contingent basis. "Unit Contingent" or "Unit Contingency" means that the CGS Contract Capacity and associated energy shall be supplied from the generating unit(s) supplying the CGS Contract Capacity and associated energy whenever said unit(s) is(are) available.
- I. Notwithstanding Paragraphs G and H above, the unavailability or curtailment of the Unit shall not affect: (1) the determination of Monthly CGS Supplied Capacity under Paragraph L and the amount billed the CGS Customer based on such CGS Supplied Capacity and/or (2) the determination of Unserved Energy and the amount billed the CGS Customer based on such Unserved Energy. Without limiting the foregoing and for the avoidance of doubt, the calculation of the CGS Customer's bill in the event of the CGS Supplier's failure to provide or supply CGS Contract Capacity and associated energy shall be the same regardless of whether such failure is the result of a Unit Contingency or a curtailment.
- J. Hourly CGS Supplied Energy from the CGS Supplier shall be the lesser of a) the total net energy exported by the CGS Supplier and b) the CGS Contract Capacity. If the CGS Supplier exports hourly energy to ETI that is greater than the CGS Contract Capacity, the QF put amount (if any) shall be the difference between the total net energy exported by the CGS Supplier, less Hourly CGS Supplied Energy, less any scheduled wholesale sales from CGS Supplier to a third party (if any). The CGS Supplier shall be solely responsible for meeting any shortfalls in scheduled deliveries to third parties.

In this Paragraph J, "total net energy" shall mean the total CGS Supplier generation less host load of CGS Supplier, measured through bi-directional (net) meter(s) or, if the host load is measured separately, deducting the host load metered amount from the CGS Supplier generator(s)' metered amount.

RIDER SCHEDULE CGS

- K. ETI will make no capacity payment. ETI will purchase the Hourly CGS Supplied Energy associated with CGS Contract Capacity at the avoided energy cost, as determined by Rate Schedule LQF, and charge the CGS Customer at the same rate for that Hourly CGS Supplied Energy, not to exceed the energy requirement of the CGS Customer. Compensation for capacity provided under the ETI-Supplier Contract will be paid by the CGS Customer pursuant to the terms of the Supplier-Customer Contract, and such compensation shall constitute sufficient consideration for the CGS Supplier's obligations under the ETI-Supplier Contract.
- L. The Monthly CGS Supplied Capacity shall be calculated monthly based on the on-peak energy deliveries from the CGS Supplier.
1. It shall be the lesser of the CGS Contract Capacity and the result of the following calculation.
 2. On a rolling 12-month basis (using a cumulative basis during the first 11 months), the sum of the energy delivered by the CGS Supplier during On-Peak hours, divided by the number of On-Peak Hours during the period, divided by 0.8.
 3. On Peak Hours are defined as the hours ending 7:00 am through 22:00 pm Monday through Saturday, excluding NERC holidays.
- M. For example, if a CGS Supplier with 10 MW of CGS Contract Capacity delivered 3,328 MWh during On-Peak Hours in the first month of the delivery period and that month with 31 days (26 days after excluding Sundays and NERC holidays), the Monthly CGS Supplied Capacity would be calculated as follows:
- i. CGS Contract Capacity = 10 MW
 - ii. Sum of On-Peak deliveries = 3,328 MWh
 - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
 - iv. Result (ii/iii) = 8.0
 - v. Divide by .8 (iv /.8) = 10 MW
 - vi. Monthly CGS Supplied Capacity = 10 MW (minimum of i and v)
- N. Second Example:
- i. CGS Contract Capacity = 10 MW
 - ii. Sum of On-Peak deliveries = 2,950 MWh
 - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
 - iv. Result (ii/iii) = 6.971
 - v. Divide by .8 (iv /.8) = 8.714 MW
 - vi. Monthly CGS Supplied Capacity = 8.714 MW (minimum of i and v)
- O. Third Example:
- i. CGS Contract Capacity = 10 MW
 - ii. Sum of On-Peak deliveries = 4,160 MWh
 - iii. # of On-Peak Hours = 416 hours (26 days x 16 hours/day)
 - iv. Result (ii/iii) = 10.0
 - v. Divide by .8 (iv /.8) = 12.50 MW
 - vi. Monthly CGS Supplied Capacity = 10.0 MW (minimum of i and v)

RIDER SCHEDULE CGS

- P. CGS Suppliers will furnish to ETI the schedule and the rank order for each of the CGS customers they serve. This schedule and rank order can only change if the CGS Supplier adds or loses a CGS Customer. Each time this occurs, the CGS Supplier and affected CGS Customer(s) must furnish to ETI an updated Tracking Certification with the new contract information, effective date, and revised rank order of their CGS Customers.
- Q. A CGS Supplier cannot be both a CGS Supplier and a CGS Customer at the same location.
- R. CGS Customers will be rerouted to "calendar month" billing cycles. All metering must be phone read (land line, cell phone, smart metering), and all CGS Customers must have a primary and a backup meter. All contract terms start on the first day of the month and end on the last day of the month.
- S. The CGS Supplier waives its right to deliver energy sourced out of the CGS Contract Capacity to anyone other than ETI for the length of the ETI-Supplier Contract.
- T. For the length of the ETI-Supplier Contract, the CGS Supplier waives its right under applicable law (both state and federal) to deliver to ETI and receive payment for any QF put energy sourced out of the CGS Contract Capacity.
- U. The CGS Supplier and ETI shall grant each other reasonable audit rights during the term of the ETI-Supplier Contract, and for a period not to exceed 2 years following the expiration of the ETI-Supplier Contract, for evaluation of whether the CGS Supplier and ETI are in compliance with the terms and conditions of the ETI-Supplier Contract.
- V. In the event of any conflict between the ETI-Supplier Contract and any other existing contracts between the CGS Supplier and ETI, the ETI-Supplier Contract shall control with respect to the terms and provisions addressed therein.

RIDER SCHEDULE CGS