



## Filing Receipt

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**Control Number - 52364**

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**TRANSMISSION-VOLTAGE CUSTOMER OPT OUT NOTICE FORM**

By Surge Operating, LLC filing this form in PUCT Docket No. 52364, Surge Operating, LLC exercises its right to opt out of securitization uplift charges under PURA§ 39.653(d) for the following account numbers and ESI IDs to the extent the ESI IDs listed below are transmission-voltage level ESI IDs.

**Account Numbers associated with transmission-voltage service for which the opt out is being exercised.**

Account number: [REDACTED]

At this time, Surge Operating, LLC does not have full information regarding which of its ESI IDs are transmission voltage ESI IDs. Therefore, out of an abundance of caution, Surge is listing all of its ESI IDs and is exercising its opt-out right for any and all applicable transmission voltage ESI IDs.

**Transmission-voltage level ESI IDs associated with the opt out.**

ESI ID(s): [REDACTED]

**Current REP of Record, and if different, REP of Record during the period of emergency for each ESI-ID listed above.**

[REDACTED]

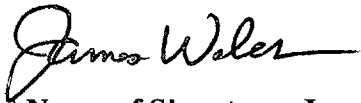
**Notice of and Request for Opt Out**

By signing below, James Welch affirms Surge Operating, LLC has paid in full all invoices owed to the REP or REPs listed above for usage at the ESI IDs listed above during the period February 12, 2021 through February 20, 2021 (the period of emergency). James Welch also affirms that a final copy of this opt out request and supporting documentation will be provided to the REP or REPs listed above concurrently with this filing.

Surge Operating, LLC, as a transmission voltage customer, hereby exercises its right under PURA § 39.653(d) to opt out of uplift charges. It is understood that for the above listed ESI ID(s), to the extent the ESI IDs are transmission voltage ESI IDs, Surge Operating, LLC will not receive any proceeds from the uplift financing under PURA Subchapter N and will not pay uplift charges for same.

**This Opt Out Request is effective if signed by an executive officer with authority to act on behalf of the Customer, the current REP of Record, and if different, the REP of Record during period of emergency and filed by the customer in PUCT Docket No. 52364. The REP of Record during the period of emergency will only sign below if the customer is eligible as a transmission-voltage customer who has paid in full all invoices owed for usage during the period of emergency pursuant to PURA 39.653(d). If the Customer is unable to obtain signatures from its current REP or the REP that provided service during the period of emergency, Customer may opt out by submitting internal documentation that it has paid all usage charges for the relevant ESI IDs during the period of emergency, along with a sworn affidavit from the executive officer who signed the Opt Out Request on behalf of the Customer.**

**Surge Operating, LLC**

By: 

**Print Name of Signatory: James Welch**

**Position of Signature: Chief Financial Officer**

**Date: November 23, 2021**

**AFFIDAVIT OF JAMES WELCH**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared James Welch, a person known to me who, being by me duly sworn, deposed and said:

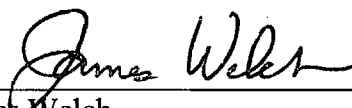
1. My name is James Welch. I am over twenty-one years of age, have never been convicted of a felony, and am fully capable of making this Affidavit. I am the Chief Financial Officer for Surge Operating, LLC (“Surge”) and have been in that role for six (6) years. In my role at Surge, I am responsible for financial matters, accounting, institutional relationships and other executive responsibilities. The facts contained in this Affidavit are: (1) based on either my review of Surge files and documents or my personal knowledge; and (2) are true and correct.

2. This Affidavit is provided in support of Surge’s “Transmission-Voltage Customer Opt Out Notice Form,” to confirm that Surge has “paid all usage charges” to its “REP of Record” during the “period of emergency.” Surge was a [REDACTED] customer during the “period of emergency,” being February 12, 2021 through February 20, 2021.

3. Attached to this Affidavit as Exhibit A is a true and correct copy of a June 23, 2021 letter sent by [REDACTED] to Surge demonstrating that Surge has paid all “usage charges” owed to [REDACTED] related to the “period of emergency.” As that correspondence notes, [REDACTED] says that it applied Surge’s contractual “Under-Usage Credit” to all “usage charges” related the “period of emergency.” *See, e.g.,* Exhibit A, pp. 1-2.

4. Pursuant to the terms of its agreement with [REDACTED], Surge believes that no additional amounts are contractually owed to [REDACTED] related to times during the “period of emergency.”

FURTHER AFFIANT SAYETH NOT.

  
James Welch

Subscribed and sworn to before me on the 23<sup>rd</sup> day of November 2021.