

E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, the Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for the additional costs.

III. **METERING, PHASE AND VOLTAGE OF SERVICE**

Service under this rate schedule will be rendered at the Company's Standard phase and voltage available at the point of service.

Where the Customer elects to take service at the available line voltage (greater than Secondary), metering will be installed at that voltage and Customer will receive the applicable Voltage Adjustment pursuant to § II (D) above. In such cases, Customer may elect to have Company install the necessary transformation facilities to provide service at a lower voltage. Customer will then pay facilities charges pursuant to Schedule AFC or at the Company's option, provide such facilities at Customer's own expense. At Company's option, metering may then be at Secondary and Customer's metered quantities will be adjusted pursuant to § II (D) above.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 85% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 85% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 85% or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

V. **OFF-PEAK PROVISION**

In case the monthly maximum kW load occurs during an off-peak period and is also greater than Contract Power, such monthly maximum kW load will be reduced, for purposes of § II (B) by 80% but will not be thereby reduced to a smaller number of kW than Contract Power load, nor less than stipulated in §§ VI (C).

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, 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 purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, 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.

Company at its sole discretion can change the on-peak hours and season from time to time.

VI. DETERMINATION OF BILLING LOAD

The kW of Billing Load will be the greatest of the following;

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VII; or
- (C) 300 kW.

VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service, Contract Power shall be estimated in advance from best data available and subject to adjustment for difference in actual and estimated.

VIII. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers, or to any other source of power. Customers shall not sub-meter and resell any energy purchased under this rate except as may be specifically authorized by the appropriate regulatory authority.

IX. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to Customers served under Schedule SGS, GS or LGS at Customer's option for service to seasonal operations recurring annually, including but not limited to the following:

- Seasonal operations of agricultural products (rice, soybeans, cotton, etc);
- seasonally operated municipal facilities including sewage treatment plants, pumping stations and municipally-owned seasonal athletic fields;
- Municipal Utility Districts;
- places of worship such as churches, synagogues, mosques, and temples;
- elementary and secondary schools (public and parochial) and state colleges and universities including the athletic fields of such educational institutions; and,
- ball parks operated by non-profit organizations and public playgrounds.

II. MODIFICATION TO REGULAR RATE SCHEDULE

Section V, Determination of Billing Load, under Schedules GS and LGS is modified to the extent that Billing Load will be the actual maximum kW load of the current month but not less than 5 kW under Schedule GS and 300 kW under Schedule LGS.

III. SEASONALLY OPERATED FACILITY RECONNECTIONS

Seasonally operated facilities such as those described above may, upon request, reconnect after the facility's regular seasonal operations have been completed. Such reconnections will be allowed in accordance with § A and B below. Where a portion of the service, such as lighting is on a year-round basis and not seasonally disconnected, Customer will arrange wiring so that such portion can be separately served, metered, and billed under the applicable rate schedule.

- A. Following a seasonal disconnect, the first reconnection of service requested in the same calendar year that the seasonal disconnect was requested will be free of charge.
- B. For each additional reconnection of service requested in the same calendar year thereafter, the customer will be charged the Connection Charge associated with Standard Metering Service – Existing Meter in accordance with § II of Rate Schedule MES.

| T
| T

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.

I. **APPLICABILITY**

This Schedule is applicable under the regular terms and conditions of the Company to Customers who contract for not less than 2,500 kW of electric service at Company's available line voltage.

II. **NET MONTHLY BILL**

A.	Customer Charge	\$4,000.00 per month		1
		<u>Billing Months of</u>		
		<u>May-October</u>	<u>November-April</u>	
B.	Billing Load Charge All kW per month	\$10.85 per kW		1
C.	Energy Charge* 1 st 584 kWh/kW of Billing Load Additional kWh	\$0.006481 per kWh \$0.004342 per kWh		1 1

*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

D. **Delivery Voltage Adjustment**

The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.

<u>Delivery Voltage</u>	<u>Adjustment</u>		T T R R
Less than Transmission (69kV)	\$1.89 per kW of Billing Load		
Transmission (69kV)	\$0.07 per kW of Billing Load		
Transmission (138kV)	(\$0.39) per kW of Billing Load		
Transmission (230kV)	(\$1.00) per kW of Billing Load		

E. **Minimum Charge**

The monthly minimum charge will be the sum of the Customer Charge, Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for additional costs.

III. **METERING**

Where the available line voltage is Transmission (69kV) or higher, metering will be at such Transmission Voltage or at Company's option, metering may be on the low side of the transformer. In such case the metered quantities will be adjusted pursuant to § II. D and Customer will receive a Delivery Voltage Adjustment as though the metering was at the Transmission Voltage.

Where the available line voltage is less than Transmission (69KV), the metered quantities will be adjusted pursuant to § II. D.

Where service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by kWh consumption at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

V. **OFF-PEAK PROVISIONS**

In case the monthly maximum measured 30-minute demand occurs during an off-peak period and is greater than Contract Power, such monthly maximum kW load will be reduced by 33-1/3% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in §§ VI (C). Where the maximum kW load during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum load will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

On-peak hours, for purposes of this schedule, are designated as 8:00 a.m. to 10:00 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.

VI. **DETERMINATION OF BILLING LOAD**

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 75% of Contract Power as defined in § VII; or
- (C) 2,500 kW.

VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service under the currently effective contract, Contract Power shall be the kW specified in the currently effective contract unless exceeded in any month during the initial 12-month period.

VIII. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, service will be delivered at the Customer's utilization voltage or at available Transmission line voltage (69kV or higher). Service will be metered at, or corrected to, the Transmission line voltage at the point of delivery, or at Company's option, at the nearest transmission station supplying Customer's load.

IX. USE OF SERVICE

Electric service furnished under this rate shall not be used by Customer as an auxiliary or supplementary service to engines or other prime movers or to any other source of power except in conjunction with rider for Standby and Maintenance Service. Customer shall not resell nor share any energy purchased under this rate.

X. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. **APPLICABILITY**

This Schedule is applicable on a voluntary basis under the regular terms and conditions of the Company to Customers who contract for not less than 2,500 kW of electric service. The availability of this rate for new or additional business is subject to Customers having appropriate metering and the Company having the required capacity in generating and transmission facilities available to supply the load. Considerations of availability will take into account location on Company's system, time required to make service available, amount of remaining annual eligible load and other controlling factors.

II. **NET MONTHLY BILL**

A.	Customer Charge	\$4,000.00 per month		T
			<u>Billing Months of</u>	
			<u>May-October</u>	<u>November-April</u>
B.	Billing Load Charge All kW per month	\$11.88 per kW	\$8.80 per kW	T
C.	Energy Charge*			
	1 st 584 kWh/kW of Billing Load	\$0.006481 per kWh	\$0.006481 per kWh	T
	Additional kWh	\$0.004342 per kWh	\$0.004342 per kWh	T

*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

See § V below for definition of on-peak and off-peak hours.

D. **Delivery Voltage Adjustment**

The Delivery Voltage below represents the voltage of the line from which service is delivered or, if applicable, the voltage used in determining the facilities charge under Schedule AFC. When service is metered at a voltage other than the Delivery Voltage, metered quantities will be adjusted by 1.5% for each transformation step to the Delivery Voltage.

<u>Delivery Voltage</u>	<u>Adjustment</u>	
Less than Transmission (69kV)	\$1.89 per kW of Billing Load	I
Transmission (69kV)	\$0.07 per kW of Billing Load	I
Transmission (138kV)	(\$0.39) per kW of Billing Load	R
Transmission (230kV)	(\$1.00) per kW of Billing Load	R

E. Minimum Charge

The monthly minimum charge will be the sum of the Customer Charge, Billing Load Charge and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the service, Company may require, in the Contract, a higher minimum charge and/or Facilities Agreement pursuant to Schedule AFC, to compensate for additional costs.

III. **METERING**

Appropriate metering facilities required for this tariff shall be of the interval data recorder type currently utilized by Company on its larger Customers. Should Customer requesting service under this schedule not have appropriate metering for time of use, then service will not be available until such metering can be installed by Company.

Where the available line voltage is Transmission (69kV) or higher, metering will be at such Transmission Voltage or at Company's option, metering may be on the low side of the transformer. In such case the metered quantities will be adjusted pursuant to § II. D and Customer will receive an applicable Delivery Voltage Adjustment as though metering was at Transmission Voltage.

Where the available line voltage is less than Transmission (69kV), the metered quantities will be adjusted pursuant to § II. D.

Where service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon demand, but weighted by kWh consumption, at each voltage level.

Where service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

IV. **POWER FACTOR ADJUSTMENT**

Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW load is specified herein. However, where Customer's power factor is regularly 0.9 or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

V. **OFF-PEAK PROVISIONS**

In case the monthly maximum measured 30-minute demand occurs during an off-peak period and is greater than Contract Power, such monthly maximum kW load will be reduced by 80% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in §§ VI (C). Where the maximum kW load during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum load will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, 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 purposes of this schedule are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, 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.

Company may at its sole discretion change the on-peak hours and season from time to time.

VI. DETERMINATION OF BILLING LOAD

The kW of Billing Load will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute demand during any 30-minute interval of the current billing month, subject to §§ III, IV and V above; or
- (B) 75% of Contract Power as defined in § VII; or
- (C) 2,500 kW.

VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be as defined below:

Contract Power shall be the highest load established under § VI (A) above during the 12 months ending with the current month. For the initial 12 months of Customer's service under the currently effective contract, Contract Power shall be the kW specified in the currently effective contract unless exceeded in any month during the initial 12-month period.

VIII. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, service will be delivered at the Customer's utilization voltage or at available Transmission line voltage (69kV or higher). Service will be metered at, or corrected to, the Transmission line voltage at the point of delivery, or at Company's option, at the nearest Transmission station supplying Customer's load.

IX. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an auxiliary or supplementary service to engines or other prime movers or to any other source of power. Customer shall not resell nor share any energy purchased under this rate.

X. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

| T

I. **APPLICABILITY**

This rider is applicable under the regular terms and conditions of the Company to existing interruptible load as of the effective date of this schedule and to new load from existing or new LIPS and LIPS-TOD Customers who contract for not less than 2,500 kW of Firm Contract Power and who contract for not less than 2,000 kW of Interruptible Contract Power.

II. **AVAILABILITY**

The availability of total Interruptible Service supplied by the Company under all Interruptible Service Riders will be limited to an amount equal to 5.3% of the projected Retail Company peak demand. The Company reserves the right to refuse service under Section III (A) of this rider if, in the opinion of the Company, such service could cause damage to property or persons or adversely affect the public health, safety and welfare. Company reserves the right to decline service under this rider to Customers defined as or which have been identified as critical loads, including critical natural gas and water facilities, by the Public Utility Commission of Texas (PUCT), the Railroad Commission of Texas (RRC), the Texas Water Code (TWC) or any other regulatory or governmental entity or statute or Company approved Customer request, for the purpose of prioritization within the Company's load shed and/or load restoration processes. Interruptible loads may be served by Customer's auxiliary sources during times of interruption by Company, but must be returned to Company service as soon as practical after such service is restored.

| C

This schedule is available only to customers who are registered by the Company each MISO Planning Period and who qualify for, and are accepted as a Midcontinent Independent System Operator, Inc. (MISO) Load Modifying Resource (LMR) as defined in MISO's currently effective FERC tariff and as described in the associated MISO Business Practice Manuals. Customer must provide Company with all necessary assistance, information, data and documentation required for such annual registration including, but not limited to, 1) MISO-required documentation indicating Customer's capability to reduce demand to firm service level within the prescribed time limit when instructed to do so, 2) confirmation that Customer has the capability to be interrupted at least five times during the MISO Planning Period and 3) confirmation that Customer has the ability and is willing to sustain such an interruption to firm service level for a minimum of four consecutive hours.

| C

| C

The Company may terminate Customer's participation in this rider schedule if MISO precludes the Customer from participating as an LMR for failure to reduce load or failure to pay penalties as described in this schedule. The Company may terminate Customer's participation in this rider schedule if Customer fails to qualify as a LMR after providing written notice and a reasonable opportunity for Customer to requalify following a decision by MISO rejecting the registration of Customer's load. Service under this rider schedule cannot be terminated if the failure to qualify as a LMR is due to the Company's failure to collect the required information and submit the registration in a timely manner.

For existing Customers served on this rider who do not qualify for registration as LMRs but who have been registered by the Company as Load Management Measures (LMMs), such Customers will be subject to the credits in Section III, Billing Amounts. When requested to interrupt by the Company, these LMM Customers will be subject to Penalty Rates A. and D. as described in Section IV, Non-Compliance.

N

III. BILLING AMOUNTS

All service rendered through the meter shall be billed as Billing Load at the rates established in the applicable rate schedule, with the exception that the minimum Billing Load shall be the Customer's Firm Contract Power, plus 20% of Customer's Interruptible Contract Power under (A), and/or (B) below as defined in Sections VI A and VI B below. The minimum billing load (20% of Contract Power) for the Customer's Interruptible load will be applied to the amount of load contracted for under each of the three options stated below.

The Interruptible Credit shall be applied to the Interruptible Power Billing Load which is the difference between the maximum demand registered on the meter during the billing period and the amount of Firm Contract Power, subject to the minimum provision as stated above. Such Firm Contract Power is subject to the off-peak provision included in Section V of the applicable rate schedule. If at any time the maximum demand in a month exceeds Total Contract Power, which shall be the sum of Firm Contract Power and Interruptible Contract Power, the increment shall serve to increase Firm Contract Power.

Interruptible Credit and Notice Requirement:

- (A) No notice requirement: \$4.88 credit per billing kW per month for all interruptible power as determined above.
- (B) Five (5) minute notice requirement: \$3.75 credit per billing kW per month for all interruptible power as determined above.

The total amount of Interruptible Contract Power (as defined in Section VI A) must be designated as subject to (A) and/or (B) above. In any billing month when the Interruptible Billing Load is less than the Interruptible Contract Power the amount of Interruptible Credit will be calculated as follows, subject to minimum requirements in Section III:

- (1) 5-minute notice requirement - Section III (B)
- (2) no notice requirement - Section III (A)

Energy Charges, fixed fuel factors, minimum charges, and delivery voltage credits are unchanged from the applicable rate schedule. Delivery voltage credits shall be applied to the total Billing Load.

IV. NON-COMPLIANCE

If at any time during the MISO Planning Period, Company directs the Customer to interrupt load and Customer fails to interrupt all load in excess of firm load for the entire period of interruption and within the time specified in Section III (B) following request by Company, the Customer will not receive the Interruptible credit for the billing month and Customer will be assessed the following penalties:

C

| T

Penalty Rates:

- A. The amount of the specified demand reduction not achieved times the MISO defined Locational Marginal Price (LMP), plus
- B. Any Revenue Sufficiency Guarantee (RSG) charges imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff , plus
- C. Any other penalties or fees imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff for failure to reduce load as directed by MISO, plus
- D. \$500 to recover the Company's administrative costs for determination and payment of each penalty occurrence.

In the event that Customer fails to interrupt as instructed, Customer will be required to provide documentation for the specific circumstances that would justify exemption from such penalties. If MISO determines that failure to interrupt was justified for an LMR, Customer will not be penalized. If the Company determines that failure to interrupt was justified for an LMM, Customer will not be penalized.

| T
| N

Effective with the billing month following the second non-compliance by Customers, the total service contracted for under this rider will be transferred to and billed under the applicable rate schedule for at least the next 12 months. Customer may only return to this rider if the Company agrees that there is interruptible load that may be contracted for pursuant to Section II of this rider and at the discretion of the Company in consideration of I. Applicability of this IS Schedule.

| E

| T

If Customer failed, in whole or part, to comply with any Company requested interruptions, the duration of such period of interruption shall not be considered an interruption for purposes of this rider. Instances where Company requests interruptible loads be kept off beyond the 10-hour daily limit, as in System emergencies, shall not be counted toward the Annual Interrupted Hours.

V. **INTERRUPTIONS**

Interruptions shall be requested by Company at the discretion of the Company as the Company deems necessary for any reason including, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required. To the extent possible interruptible loads will be interrupted before any curtailment of firm loads is requested or required. For loads requiring 5-minute notice, Customer is responsible for interrupting loads. For loads requiring no notice, interruptions will be made by Company via electronic data transmission equipment from Customer's location to the Company's system operator.

Normally, the required notice, if any, will be given to Customer before load must be interrupted. Longer or shorter notice will be given at Company's option at the time of notice. Service may be restored immediately upon notification by Company.

For loads requiring 5-minute notice, interruptions will be limited to no more than ten (10) hours per day (midnight to midnight) and to no more than two (2) interruptions per day. Interruptions will also be limited to a maximum of fifty (50) hours in a single week (12:01 a.m. Monday to 12:00 p.m. Sunday). Annual Interrupted Hours shall not exceed 600 hours in any MISO Planning Year. For loads requiring no notice, the hours of interruption are unlimited. Periods when the Interruptible Service is interrupted due to general system curtailment shall not be counted when Annual Interrupted Hours are determined.

When Company calls for an interruption pursuant to this Schedule IS, Customer will reduce load to the Firm Contract Power as defined in VI. B. The off-peak provision of Section V of the applicable rate schedule does not apply to the definition of Firm Contract Power for interruptible service.

N

VI. DEFINITIONS

- A. Interruptible Contract Power - The maximum amount of Kilowatts (kW) Customer has designated as subject to interruptions. This amount of Kilowatts is subject to interruptions in both on-peak and off-peak periods.
- B. Firm Contract Power - the amount of Kilowatts (kW) Customer intends to exclude from interruptions as defined herein. Nothing herein excludes such loads from the normal operating outages inherent to an electrical power system, nor from outages due to a System emergency. Firm Contract Power will be the amount of Kilowatts (kW) contracted for under this rider schedule or subsequently established per Section III above. Customer may modify its Firm Contract Demand in accordance with the currently effective MISO FERC tariff as described in associated MISO Business Practice Manuals. Such modification must remain consistent with the Customer's existing contracts with the Company for firm and interruptible capacity limitations.
- C. Total Contract Power - the sum of Interruptible Contract Power and Firm Contract Power, as defined above.
- D. Excess Demand - the amount of Kilowatt (kW) demand occurring during a Period of Interruption which is in excess of Firm Contract Power, in either on-peak or off-peak periods.
- E. Period of Interruption - that span of time during which Customer's interruptible loads shall not be served by the Company. This shall begin at the time designated by Company to shed interruptible loads and shall terminate when Company notifies Customer the Period of Interruption is over.
- F. MISO Planning Period: the period of time for which prices determined by each MISO PRA apply, which may be the MISO Planning Year or a shorter, seasonal period as determined by the MISO FERC Tariff and applicable MISO Business Practice Manual requirements.
- G. MISO Planning Year – The period of time from June 1st of one year to May 31st of the following year that is used for developing MISO Resource Plans.

N

T

| T

H. Annual Interrupted Hours - the total number of hours Company has interrupted service during the current MISO Planning Year.

| T

I. PRA – Planning Resource Auction.

| N

VII. **CONTRACTS**

A. A Contract is required for this rider.

B. Term of Contract:

1. Within the first two years of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power upon ninety (90) days written notice to Company, subject to the availability of new firm power service. If the election occurs during the first year of service under this schedule, the Customer shall return all monthly credits provided by this tariff until the date that the interruptible service is converted to firm service.
2. After two years (twenty-four consecutive months) of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power, upon three (3) years written notice to Company, subject to the availability of new firm power service.
3. Upon conversion of loads under (1) or (2) above, or upon termination of Interruptible Service under this rider, Customer may not increase his remaining Interruptible Contract Power, or initiate new service under this rider, for a period of twelve (12) months following such conversion or termination, and then only subject to the availability of new Interruptible Service.
4. Any additions of Interruptible Contract Power will be considered increases to existing loads, rather than new blocks requiring separate contracts, and will be subject to the same conditions outlined in (1), (2), or (3) above that are then relevant to the existing service.

VIII. **METERING**

A. All interruptible service will be served through the total service meter. Company may require telemetering of the Customer's loads to the Company's system operator.

B. Costs of telemetering facilities, including rental or investment costs of communications circuits, may be included in the Facilities Charge, or Customer may elect to pay a lump sum to offset the additional investment by Company.

In the case of Facilities Charges, such charges will continue beyond the date of termination or conversion of Interruptible loads (as discussed in Section VII) until the Company's investment has been recovered. A separate contract for such Facilities Charges may be required.

IX. CONDITIONS OF SERVICE

Customers contracting for service under Section III (A) of this Schedule will provide, at Customer's expense, Company specified electronic data transmission equipment from Customer's location to the Company's system operator. Specifications for electronic data equipment are available from Company upon request.

X. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an Auxiliary or Standby Service. Customer shall not resell nor share any energy purchased under this rate.

I. **APPLICABILITY**

This optional rider is applicable under the regular terms and conditions of the Company for electric service to pipeline pumping station customers (Standard Industrial Classification codes 4612, 4613 and 4922) who elect to take service utilizing this rider.

II. **MODIFICATION TO THIRD PARAGRAPH OF SECTION V. OF RATE SCHEDULE LIPS**

On-peak hours, for the purposes of this schedule, are designated as 1:00 p.m. to 8:00 p.m. Monday through Friday beginning on May 1 and continuing through September 30 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.

III. **CONDITIONS OF SERVICE**

Customers taking service under this rider are required to contract for a minimum initial term of four (4) years.

| T

I. **APPLICABILITY**

This rider is applicable under the regular terms and conditions of the Company to Customers taking service under Schedule LIPS who schedule, at Company's convenience, reductions in their firm electric load normally served from Company's system, for purpose of Customer's normal annual maintenance programs. Such reductions must be arranged at least one month in advance, and must be compatible with Company's generation needs, as determined by Company's operating personnel.

II. **AVAILABILITY**

This rider will be available only during the months of June through September, unless specifically approved by Company. Only scheduled load reductions will be recognized for billing purposes, and recognized reductions must be arranged to be compatible with the projected peak-shaving needs of Company at the time of the proposed reductions.

This schedule will cease to be available five (5) years from the effective date of the schedule unless an extension is requested by the Company and approved by the appropriate regulatory authority.

| C

III. **MODIFICATIONS TO REGULAR RATE SCHEDULES**

The ratchet applicable to Contract Power shall be waived to the extent of the actual reductions occurring at the time when such reductions were scheduled to occur. The recognized reduction for billing purposes shall be limited to the smaller of the following:

- A. The kW demand reduction specified when scheduled, or
- B. The difference between the highest measured demand, during the billing month in which the reduction period began, and the highest measured demand during the reduction period.

A credit, including applicable voltage adjustment, will be applied to Customer's bill for all recognized kW, prorated according to the ratio of the cumulative hours such loads are removed to the total hours in the billing month. Cumulative hours of removal shall be interpreted as described in § IV below. Where Customer's highest measured demand during the requested reduction shows no reduction, the Customer's PM request for that billing period is void.

IV. **REDUCTIONS IN LOAD**

Reductions shall not be arranged for more than firm Contract Power. The cumulative kW load reductions in a single calendar year shall not exceed the highest measured 30-minute kW demand during the previous twelve months ending with the current month.

Cumulative hours of removal shall be limited to a minimum of twenty-four hours if taken consecutively, or to a minimum of ten hours per day if taken as periodic daily reductions. In the latter case, such periodic daily reductions must be taken during on-peak hours as defined in the rate schedules. The ratchet applicable to Contract Power will be waived to the extent of the kW loads to be removed from Company's system, as specified at the time such reductions are scheduled.

V. CONDITIONS OF SERVICE

- A. The term of any contract for service under this rider shall be such as may be agreed upon, but not less than one year.
- B. Customer will maintain a lagging power factor of 0.90, or higher, at all times. If it is necessary to install corrective devices to maintain such power factor, Customer will provide and maintain such corrective devices.

I. APPLICABILITY

This experimental economic as-available schedule is applicable to all retail 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 shall 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. Service taken under Schedule EAPS shall not displace load historically served by the Company.

II. AVAILABILITY

This schedule is available upon request, for a minimum of 1,000 kW on an hourly basis; provided that the Company reserves the right to limit the amount of power sold under this rate. The Company also reserves the right to limit the availability of power sold under this rate in accordance with Section VIII. If the Company's projected capacity margin for the next calendar year is less than 13%, service under this rate will not be available in the next calendar year and all years thereafter. This schedule shall remain in effect for five (5) years from the effective date unless an extension is requested by the Company and approved by the appropriate regulatory authority.

This schedule will cease to be available on October 17, 2023 unless an extension is requested by the Company and approved by the appropriate regulatory authority.

| T

III. MODIFICATION OF REGULAR RATE SCHEDULE

Service taken under this schedule may be in addition to service provided by the Company under other rate schedules. The other rate schedule(s) in such case will be modified by the addition of Sections IV, V and VI of this schedule if necessary to make such other rate schedules consistent with this rate.

IV. DETERMINATION OF BILLING DEMAND AND ENERGY

A. Customer with a Contract for Service under Firm Rate Schedules:

- (1) The load taken under Schedule EAPS in each half hour shall be the kW amount requested under Schedule EAPS. Where the Customer's actual metered kW is less than the amount requested under Schedule EAPS, the actual metered kW shall be the amount taken under Schedule EAPS in that half hour.
- (2) The energy taken under Schedule EAPS shall be the demand in each half hour as determined in (1) above divided by two and accumulated over the time period it is requested.

- (3) The demand and energy taken under other rate schedules shall be determined based on the remaining loads after Schedule EAPS is determined as described in (1) above. In any month which Schedule EAPS is requested, the contract power under the other rate schedule(s), including both firm and interruptible loads exclusive of Schedule EAPS, shall not be less than the contract power in the previous month and shall be treated as if the contract power were set in the current month. The demand under other rate schedules will be adjusted for power factor in accordance with Section IX F.

B. Customers without a Contract for Firm Power

- (1) The energy taken under Schedule EAPS shall be the total actual metered energy during the time period for which Schedule EAPS service is requested. Where the Customer also has a request for Standby or Maintenance Service, the load taken under Schedule EAPS shall be the amount requested under Schedule EAPS with the remaining load on Standby or Maintenance Service.
- (2) Any power taken beyond the provisions of Schedule EAPS shall be purchased in accordance with the provisions of the Customer's contract for standby or maintenance service from the Company. If no other contract for service exists, any power taken beyond the provisions of Schedule EAPS shall be priced at the load charges, energy charges and fuel charges for the applicable firm service rate for that occurrence.

V. ENERGY CHARGE

Energy shall be sold hour by hour at the Company's incremental fuel or purchased power cost plus 4.21 mills (a + b), calculated as follows:

- a. The energy taken under Schedule EAPS in each hour shall be multiplied times the hourly Locational Marginal Price ("LMP") at the applicable load zone and totaled for the billing month. The applicable load zone is the load zone created to represent the Customer in the Midcontinent Independent System Operator (MISO) settlement system; otherwise, the load zone created to represent the rest of ETI's retail load. The total shall be multiplied times the Customer's service voltage specific loss multiplier in accordance with Section IX E. Current load zone LMP values are available from MISO and may be accessed by the Customer. LMP values are subject to true-up by MISO.
- b. The total energy taken under Schedule EAPS shall be multiplied times 4.21 mills per kWh. This amount shall be added to the amount calculated in (a).

The Company will review the energy charges as stated above biennially and submit such review to the appropriate regulatory authority. The Company may, subject to approval by the appropriate regulatory authority, change such charges.

VI. MONTHLY MINIMUM PAYMENT

A Customer contracting for service under firm rate schedules and under Schedule EAPS shall pay a minimum amount for service under the firm schedules, exclusive of Schedule EAPS, in any month that power is taken under Schedule EAPS. The base rate revenues in the current month shall not be less than the base revenues derived by applying the current base rate charges to the corresponding base period month billing determinants adjusted as necessary for rate structure changes. The base period shall be the twelve-month period prior to the effective date of the Customer's initial contract for Schedule EAPS. Base revenues will be compared between the base period month and the current month. Both base energy charge revenues and base Billing Load Charge revenues will be compared separately to determine if the minimums have been met. Any billing adjustment required to satisfy the monthly minimum payment shall be made in the current billing month. Firm rate schedules and associated riders, exclusive of Schedule SMS, will be included in the determination of the monthly minimum payment. The monthly minimum payment is applicable if power is taken under Schedule EAPS during any hour in the billing month.

The base year billing determinants for a Customer under a new firm contract will be determined by mutual agreement.

VII. NOTIFICATION BY CUSTOMER

The Customer must notify the Company's system operator regarding any and all Schedule EAPS transactions. The Customer will make notification of the date, beginning of the hour start time and kW amount requested prior to taking service under Schedule EAPS. The Customer will also make notification of the date and hour ending time prior to the Customer's discontinuance of taking service under Schedule EAPS.

VIII. PROVISIONS FOR AVAILABILITY

- A. Customer will discontinue taking service under Schedule EAPS upon notification by the Company. The notification period shall be determined by contractual agreement based on the Customer's generation operating characteristics.
- B. Availability of Schedule EAPS shall be at the discretion of the Company as the Company deems necessary in, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required.
- C. All load remaining after the notification period shall be considered firm load and billed according to the applicable firm rate for one year and subject to all billing provisions including demand ratchets and minimums, notwithstanding any earlier scheduled termination of Customer's contract for service under this or any other schedule.

IX. CONDITIONS OF SERVICE

- A. Customer may not use this schedule in lieu of firm, standby, maintenance or auxiliary service.
- B. Company will not be required to install additional facilities to serve Customer.
- C. Customer shall not resell or share any energy purchased under this schedule. If a Customer obtains the right to sell power to anyone other than the Company, no service under Schedule EAPS may be taken.
- D. Service will be supplied under this rate only to Customers having both their load and generation behind a single meter capable of recording power flow in or out.
- E. The voltage specific loss factors used in this rate shall be based on the loss study approved by the Commission in the Company's most recent general rate case.
- F. Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

X. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. APPLICATION

This optional rider is applicable under the regular terms and conditions of the Company to Customers taking service under Schedule LIPS who are occasionally required to respond in emergency situations by increasing their electrical pumping loads for a limited duration ("Required Demand Increase") and serve a public interest by doing so.

II. MODIFICATION TO REGULAR RATE SCHEDULES

The measured demand during a Required Demand Increase:

A. June - September

(i) will be used for the purpose of determining Billing Load under Schedule LIPS § VI (A) for the current billing month, and (ii) will be used in the determination of Contract Power under Schedule LIPS § VII in the current and subsequent five months at which point Contract Power will be reset to the Contract Power in effect in the billing month immediately prior to the Required Demand Increase.

B. October - May

(i) will be used for the purpose of determining Billing Load under Schedule LIPS § VI (A) for the current billing month, and (ii) will be used in the determination of Contract Power under Schedule LIPS § VII in the current and subsequent two months at which point Contract Power will be reset to the Contract Power in effect in the billing month immediately prior to the Required Demand Increase.

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 20,000 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.

I. APPLICABILITY

This rider is applicable to customers who have their own generation equipment and who contract for Standby and Maintenance Service from the Company.

II. MODIFICATION OF REGULAR RATE SCHEDULE

Service taken under this schedule may be in addition to service provided by the Company under other rate schedules. The regular rate schedule in such case, if applicable, will be modified by the addition of §§ III and IV of this Schedule. In consideration of these modifications, the first sentence of the "Use of Service" Section of the regular rate schedule is eliminated. At the discretion of the Company, Customer may be required to contract for firm service in addition to this Standby and Maintenance Service.

T

III. DETERMINATION OF BILLING DEMANDS AND ENERGY QUANTITIES

A. Standby Service:

- (1) The monthly billing demand for Standby Service shall be the greater of the contracted Standby Service demand or the actual Standby Service demand taken during the 12 month period ending with the current month. The Company is not obligated to furnish Standby Service power in excess of the amount of power contracted for as Standby Service. Such contracted amount will not exceed Customer's generation capacity. Requirements purchased from Company in excess of the contracted Standby Service demand shall be purchased under the Customer's firm power rate schedule or Rate Schedule GS as described in § IV D.
- (2) In the case where a Customer purchases firm power or interruptible power from the Company under another rate schedule in addition to selling power to the Company, the actual standby service demand shall be the difference between the Customer's maximum demand registered on the meter during the standby period and contract power as established under contract for firm power. The Customer is required to notify the Company of the time periods when standby service is being taken. This notification must be made within 24 hours of the beginning and end of usage to avoid increasing the Customer's contract power for firm load.

C

- (3) The energy associated with the actual Standby Service demand taken shall be:
 - a. As metered, or
 - b. For Customers who purchase firm power from the Company under another rate schedule, as computed by taking the total energy used during each hour of the standby period and subtracting the average energy used for the five hours prior to the beginning of the standby period.

B. Maintenance Service

Maintenance Service will be available on five (5) days' prior notice only during such times and at such locations that, in Company's sole opinion, will not result in affecting adversely or jeopardizing firm service to other Customers, prior commitments for Maintenance Service to other Customers, or commitments to other utilities. Arrangements and scheduling of Maintenance Service will be agreed in writing in advance of use or confirmed in writing if arranged verbally. Where there are applications from more than one Customer, or Service applied for is more than Company has available, Company will allocate and schedule available service, in its final judgment, and curtail or cancel application. Where Maintenance Service stands requested, agreed and scheduled, but not taken, Customer will be obligated to pay for such service same as scheduled, if Company has refused to supply some other Customer similar service in order to limit total Maintenance Service to that which Company considers available. Maintenance Service will be scheduled for a continuous period of not less than one day.

C

Maintenance Service will not be made available more than (a) six (6) times per Contract Year or (b) 90 calendar days per Contract Year, whichever is reached first. Maintenance Service for any part of a calendar day will be counted as one entire calendar day. For purposes of this provision, a Contract Year is defined as the one-year period beginning with the Customer's contract providing for service under this schedule and each twelve month period beginning with the subsequent anniversary of that date.

C

In the event Maintenance Service is no longer available to the Customer, the Customer may take additional Maintenance service subject to the firm rate schedule for which the Customer has contracted. In the event the Customer has not contracted for firm rate service, Section IV.D shall apply.

C

- (1) The billing demand for Maintenance Service will be the greater of 90% of the scheduled Maintenance Service demand or the actual Maintenance Service demand taken. The Company is not obligated to furnish Maintenance Service power in excess of that which is scheduled. Where Maintenance Service was scheduled to begin or end on other than a regular monthly meter reading date, the monthly bill will be computed on a prorated basis with the Billing Load which includes Maintenance Service effective only for the days Maintenance Service was scheduled.
- (2) In the case where a Customer purchases firm power from the Company under another rate schedule, the actual Maintenance Service demand shall be the difference between the Customer's maximum demand registered on the meter during the maintenance period and contract power as established under contract for firm power.

- (3) The energy associated with the actual maintenance service demand taken shall be:
- a. As metered, or
 - b. For Customers who purchase firm power from the Company under another rate schedule, as computed by taking the total energy used during each hour of the maintenance period and subtracting the average energy used for the five hours prior to the beginning of the maintenance period.

IV. NET MONTHLY CHARGES

A. Customer Charge \$4,000.00 (Applicable only in months when charges for firm service do not apply) | I, T

B. Monthly Load Charge	<u>Billing Demand Charges (\$/kW)</u>			
	<u>Delivery Voltage</u>	<u>Standby Service (1)</u>		<u>Maintenance Service (2)</u>
	Distribution (less than 69 kV)	\$2.40	\$2.21	I
	Transmission (69 kV and greater)	\$0.78	\$0.60	

(1) The Billing Demand for Standby Service shall be as determined in §§ III.A.1 and III.A.2.

(2) The Billing Demand for Maintenance Service shall be as determined in §§ III.B.1 and III.B.2.

C. The Monthly Energy Charge shall be the kWh as determined in §§ III.A.3 and/or III.B.3 times the total of the applicable charges shown below plus the Fixed Fuel Factor per Schedule FF

	<u>Energy Charges (\$/kWh)</u>			
	<u>Delivery Voltage</u>	<u>On-Peak</u>		<u>Off-Peak</u>
	Distribution (less than 69 kV)	\$0.04713	\$0.00518	I
	Transmission (69 kV and greater)	\$0.04513	\$0.00496	

D. For Customers without an agreement for firm service, in the event that power is taken from Company that does not qualify as standby or maintenance service under this rate schedule, Customer will be billed in accordance with Rate Schedule GS including all applicable rates and riders and monthly minimum billing provisions for that billing month and the Customer will be required to execute an agreement for firm service or amend its existing agreement for service under this rate schedule to reflect the addition of the firm service. | C

Summer: On-peak hours, for purposes of this schedule, 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.

Off-peak hours, for purposes of this schedule, are all hours of the year not specified as on-peak hours. With approval of the Commission, Company may at its sole discretion change the on-peak hours and season from time to time.

V. **CONDITIONS OF SERVICE**

- A. Customer and Company will agree on operating procedures, and control and protective devices which will limit the taking of power from Company's system to amounts which will not adversely affect service to Company's other Customers. When Customer's generating equipment is operated in parallel with Company's suitable relays, control and protective apparatus will be furnished and maintained by Customer in accordance with specifications agreed to by Company, and subject to inspection by Company's authorized representatives at all reasonable times.
- B. The term for service under this rider schedule shall be such as may be agreed upon but not less than one year.
- C. Where Customer's power factor of total service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.
- D. Schedule SMS will normally be billed on a monthly basis or such other period as determined by Company. However, where use of service includes recurring switching of load to Company's system, normally supplied from Customer's generating facilities, for intervals shorter than so stipulated above, Company may determine billing load by metering having shorter intervals.

VI. **GROSS MONTHLY BILL AND PAYMENT**

The gross monthly bill for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the net monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the monthly bill is paid prior to such date, the net monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. AVAILABILITY

Rider MVDR is an optional service that provides either a qualifying Customer with firm load(s) or an "ARC" (either or both of which may be sometimes referred to herein as "Participant") an opportunity to participate as one or more "DR" resources in "MISO" wholesale markets. Participant must execute an MVDR Agreement to facilitate curtailment of a specified amount of firm electric load for a single qualifying meter (or multiple meters) through the Company acting as the "MP." Customers or ARCs shall not participate as a DR resource in "MISO" wholesale markets except through this Rider MVDR or other Company-implemented DR effort. Rider MVDR is not available to any Participant with respect to non-firm load already under contract with the Company as interruptible or curtailable service, or otherwise participating in any other Company demand response effort, unless that Participant agrees to move such load to service under this Rider MVDR. A Participant that has executed an MVDR Agreement is prohibited from taking any temporary, standby, back-up, and/or maintenance service for such load during any DR event that occurs per Rider MVDR. Customers with "BTMG" at a specific Customer location using net metering or a related tariff as a "QF" are not eligible to take service under Rider MVDR.

II. DEFINITIONS

ARC: Aggregator of Retail Customers.

BPMs: MISO Business Practice Manuals currently in effect.

BTMG: Behind-the-Meter Generation.

Curtailment Amount: The amount of firm load that the Participant reduces relative to the Consumption Baseline.

Customer: A person, firm, individual, partnership, association, corporation, or any governmental agency taking retail electric service from Entergy Texas, Inc.

DR: Demand Response.

DRR: Demand Response Resource.

DR Event: A MISO-initiated event requiring the reduction of demand by a Participant providing one or more DR products in MISO's markets.

Demand Response Offer: A standing offer by Customer or ARC to the Company to provide a DRR Type 1, DRR Type 2, EDR, LMR-DR, or LMR-BTMG resource in the MISO markets. This offer will be submitted to MISO by the Company in the MISO Day Ahead Market, Real Time Market, LMR offer process, or EDR offer process as applicable to the Participant's DR product type.

EDR: Emergency Demand Response.

Firm MVDR Demand: The amount of firm load that the Participant agrees not to exceed during a DR event that occurs per Rider MVDR.

LMR: Load Modifying Resource.

MISO: Midcontinent Independent System Operator, Inc.

MISO FERC Tariff: MISO's current FERC-approved tariff and associated schedules.

MP: Market Participant. The Company shall be the sole MP in MISO for any and all DR resources provided by Participant within the Company's service territory.

QF: Qualifying Facility as per the Public Utility Regulatory Policies Act of 1978 as may be amended from time to time.

Unless otherwise defined in § II above or elsewhere in this document, capitalized terms used throughout this document are as defined in the Midcontinent Independent System Operator (MISO) Business Practice Manuals (BPMs) or MISO FERC Tariff. To the extent that there is a conflict among defined terms reflected in these documents, the terms of this Rider shall be controlling.

III. GENERAL PROVISIONS

A. DESCRIPTION

Participation in Rider MVDR is voluntary and offers a Participant the opportunity to authorize the Company acting as a MP to register Participant's Curtailment Amount as one or more MISO wholesale DR products (DRR, EDR, and/or LMR) as specified in the executed MVDR Agreement in order to participate in the MISO day-ahead energy and operating reserve, real-time energy and operating reserve, and/or capacity market, as applicable. Participant will be compensated as per Rider MVDR with Participant's portion of any net MISO revenue resulting from participation as one or more MISO wholesale DR products. The Company shall be the sole MP in MISO for any and all DR resources provided by Participant within the Company's service territory.

Participation shall not begin until an MVDR Agreement has been executed and all applicable MISO registration requirements have been completed and certified by MISO. Participant must assist and coordinate with Company to comply with all applicable MISO requirements. DR resource designations available to a Customer or to an ARC acting on behalf of one or more Customers include DRR Type 1 and Type 2, EDR, LMR-DR, and/or LMR-BTMG. The MVDR Agreement will specify which DR type(s) and combinations thereof, if applicable, Participant has agreed to provide.

B. CURTAILMENT

1. For DRR Type 1 and DRR Type 2 resources, Participant must provide the Company a minimum load reduction of the greater of (a) 1,000 kilowatts ("kW"), which can be aggregated from multiple Customer locations in accordance with the currently-effective MISO FERC tariff and/or as described in the MISO BPMs or (b) the minimum specified in the currently-effective MISO FERC tariff and/or as described in the MISO BPMs.

2. For EDR, LMR-DR, and LMR-BTMG resources, Participant must provide the Company a minimum load reduction of the greater of (a) 100 kW or (b) the minimum specified in the currently-effective MISO FERC Tariff and/or described in the MISO BPMs.
3. Participant must specify the firm electric load reduction as a Curtailment Amount below the Consumption Baseline or may limit demand to a Firm MVDR Demand. The method to compute the amount of load reduction for a DR Event is specified in the MVDR Agreement.
4. Each Customer location shall provide a minimum load reduction of 100 kW.

N

C. METERING AND COMMUNICATION

Customer or each retail Customer(s) aggregated by an ARC must have an interval data recording ("IDR") meter at least capable of participating in Rider MVDR. If the Customer location does not have the appropriate equipment already installed, such equipment will be installed by the Company at Participant's expense. All metering and communication equipment installed to enable Participant to take service under Rider MVDR is and will remain the property of Company.

D. DAILY PROCESS

As contemplated in the MVDR Agreement, participation by a Customer or ARC will be permitted on any day as per applicable MISO requirements. Participant's daily offer will be submitted to the Company to be included in the Company's daily offer to MISO. At the time of initial registration, the Participant will establish a default Demand Response Offer that will remain valid, including within the real-time market, unless the Participant modifies any parameter of the resource offer by the deadline as established in the MVDR Agreement. Participant shall provide accurate availability information, including timely update to Company for when any planned outage or similar event is scheduled.

E. REGISTRATION AND CAPACITY MARKET PROCESS

Participant must submit all information, including but not limited to real power testing, required by MISO for market registration and, if applicable, capacity market participation at least 30 days before the relevant MISO submission deadlines. However, for DRR resources, Participant must submit all information no later than 60 days prior to the applicable MISO deadline for the quarterly commercial model update in which Participant wants to register as a DRR Resource.

F. MISO PERFORMANCE REQUIREMENTS

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

G. AGGREGATION OF RETAIL CUSTOMER LOAD

An ARC aggregating one or more Customer DR resources shall be subject to all requirements set forth in Rider MVDR. In addition, the ARC must identify in the MVDR Agreement each Customer location being aggregated and provide all necessary information required by MISO for participation and certification as the DR type(s) selected. No Customer location(s) shall be represented by more than one ARC taking service under Rider MVDR. No Customer location(s) may participate directly via Rider MVDR and simultaneously through an ARC.

IV. MONTHLY BILLING

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

A. MONTHLY SETTLEMENTS

1. For all DR resources, Company has the option to include on Customer's monthly electric bill or send a separate statement for the Customer's applicable MISO settlement amount (less 10%); and any penalty for failure to perform as outlined in Paragraph B. For any Customer location(s) participating via an ARC, Company will provide ARC with a monthly statement with applicable MISO settlement amount (less 10%); and any penalty for failure to perform as outlined in Paragraph B. In instances of liability to Customer for any harm arising from the Customer's relationship with the ARC, including but not limited to breach of contract, any applicable fees/penalties will fall upon the ARC itself.
2. Any MISO revenues related to Customer location(s) participation as a MISO DR product including participation via an ARC will be netted first against any applicable fees and/or penalties assigned by MISO that are specific to that participation; but, in no event shall the Company's allocated share be reduced below zero. Credit to Participant for each month, if any, owed for participation as a MISO DR product shall be remitted within 30 days after the end of the month to allow time for settlement and/or any true-ups as may be necessary to reflect any changes in current or prior MISO settlements. Such credits will be subject to adjustments, if any, from changes to MISO settlements in accordance with the "MISO FERC Tariff" and BPMs. Company and Participant shall agree upon the monthly compensation method per the MVDR Agreement.

B. PENALTY FOR FAILURE TO PERFORM

Participant shall be responsible for any and all net charges, fees, and/or penalties imposed on the Company by MISO relating to participation in the MISO markets, except for those arising from the Company's gross negligence or failure to perform as directed by MISO. All fees and/or penalties imposed on the Company by MISO for a particular Participant will be netted against any MISO revenues payable to that Participant or, if the fees and/or penalties result in a net charge to Participant, Participant agrees to remit payment to Company within 30 days of invoice receipt. Any revenue due to a Participant

pursuant to this agreement will first be applied to any amounts due from Customer as a result of Participant's service under Rider MVDR. For example, if a Participant has failed to pay any penalties due under Rider MVDR, the Company shall retain future revenue due Participant to offset said penalties.

If any fees and/or penalties are imposed by MISO on the Company related to participation, Company shall retain the greater of (1) 10% of MISO revenues netted against any fees and/or penalties or (2) \$500 for that billing period.

C. TERMINATION

Company may terminate per the MVDR Agreement participation in Rider MVDR if MISO determines that Participant is precluded from or ineligible to participate as a MISO DR product, for failure to adequately perform, and/or for failure to pay any MISO-imposed net charges, fees, and/or penalties imposed on the Company subject to the provisions of Sections IV(A) and IV(B), or for failure to comply with the provisions of Rider MVDR.

D. CHANGES TO OFFERS

Participant may revise its standing Demand Response Offer twice per calendar month. The Company will impose a \$50 charge for each subsequent change after the second change that occurs within the same calendar month. For system reliability purposes, an offer update may be completed without the incurrence of the \$50 charge if the offer update includes changes only to the availability of the DR resource.

V. CONTRACT PERIOD

Participation in Rider MVDR will have an initial minimum term of one (1) year from the later of (1) the Effective Date within the MVDR Agreement or (2) the month and year the DR resource type(s) are registered with MISO and fully participating in the market. As per the MVDR Agreement, participation after the initial minimum term of one (1) year is satisfied will be renewed on an annual basis unless and until Company or Participant provides appropriate notice of cancellation.

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.

As a member of Midcontinent Independent System Operator ("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).

| c

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.

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.

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).

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.

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 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).

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

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.

technical mistake or administrative error, to cure such technical mistake or 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 \$9.51 per kW for Rate Schedules LIPS and LIPS-TOD per the order of the PUCT in Docket No. 48371, 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: "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.

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 SRC, SCO, SRC-2, and SCO-2 charges, if applicable) except where the rate or rider schedule specifically excludes CGS.

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)	\$0.04949	\$0.00544
Transmission (69 kV and greater)	\$0.004739	\$0.00521

*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.

"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. Meter errors will be resolved in accordance with the PUCT Substantive Rules.

| D

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.

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-Supplier Contract and CGS Service, the terms of the main body of this Rider will control.

As a member of Midcontinent Independent System Operator ("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).

C

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.

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.

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.

- 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.

- 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)

- 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.

**APPENDIX B
FORM OF TRACKING CERTIFICATION**

In connection with service under Rider Schedule CGS - COMPETITIVE GENERATION SERVICE, as approved by the Public Utility Commission of Texas in Docket No. 38951, Application of Entergy Texas, Inc. for Approval of Competitive Generation Service Tariff (Issues Severed from Docket No. 37744), Order dated [_____] (the "CGS Rider"), [_____] a [_____] (the "CGS Customer"), and [_____] a [_____] (the "CGS Supplier"), do hereby deliver this Tracking Certification to Entergy Texas, Inc., a Texas corporation ("ETI").

Capitalized terms used and not defined herein shall have the meanings set forth in the CGS Rider.

Subject to the limitations set forth in clauses (A), (B), and (G)(5) below, each of the CGS Customer and the CGS Supplier hereby certifies and represents to ETI, from and after [_____] ⁴ (the "Certification Date") through the end of the period described in clause (E)(3) below, that each of the following is true and correct:

- A. **Eligibility of CGS Customer.** The CGS Customer is eligible to take CGS Service. The representation and certification in this clause (A) is made exclusively by the CGS Customer.
- B. **Capacity Supplied by CGS Supplier.** The CGS Supplier is a supplier of capacity that corresponds to the CGS Service of the CGS Customer, and such capacity is the capacity of a QF that is described in clause (G)(1) below (the "Facility"). The representation and certification in this clause (B) is made exclusively by the CGS Supplier.
- C. **Delivery Point Different from CGS Customer Account Service Location.** The delivery point described in clause (G)(4) below for such capacity (the "Delivery Point") is not at the same account service location as the CGS Customer.
- D. **Supplier-Customer Contract.** For purposes of the supply of QF capacity described in clause (B) above, the CGS Customer and the CGS Supplier have entered into a Supplier-Customer Contract meeting the requirements of the CGS Rider (the "Qualifying Supplier-Customer Contract").
- E. **Supplier-Customer Contract In Full Force and Effect.**⁵ SELECT EITHER

[The Qualifying Supplier-Customer Contract is in full force and effect, subject only to execution of the corresponding ETI-Supplier Contract between ETI and the CGS Supplier (the "Corresponding ETI-Supplier Contract").

The Corresponding ETI-Supplier Contract has been fully negotiated between ETI and the CGS Supplier and an execution-ready version thereof, duly executed and delivered by the CGS Supplier, has been provided to ETI concurrently with this Tracking Certification and is attached hereto as Annex 1.⁶ OR

⁴ Insert date this certification is given. If this certification is given at the time of application for CGS Service, this date must be the Request Date.

⁵ For purposes of this Tracking Certification, (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.

⁶ Include bracketed language and complete only if this certification is given at the time of application for CGS Service.

[The Qualifying Supplier-Customer Contract is in full force and effect. The corresponding ETI-Supplier Contract between ETI and the CGS Supplier, duly executed and delivered by both parties (the "Corresponding ETI-Supplier Contract"), is also in full force and effect and is attached hereto as Annex 1.]⁷

F. **Single Contracts.** Each of the Qualifying Supplier-Customer Contract and the Corresponding ETI-Supplier Contract is a single contract related to a single QF and a single CGS Supplier and has not been included in any other Tracking Certification provided pursuant to the CGS Rider (other than any Tracking Certification corresponding to this same CGS Service that is superseded by this Tracking Certification).

G. **Certain Contract Terms and Conditions.** The Qualifying Supplier-Customer Contract has the following terms and conditions, all of which match exactly the corresponding terms of the Corresponding ETI-Supplier Contract:

1. **Facility:** [].⁸

2. **Contracted Capacity:** SELECT EITHER

[At all times during the delivery period, __ MW from the Facility.]⁹

OR

[At all times during each Contract Year of the delivery period, the number of MW for such Contract Year set forth below from the Facility:

<u>Contract Year</u>	<u>Quantity</u>
1	[insert quantity in MW]
2	[insert quantity in MW]

[repeat for each Contract Year of the delivery period]]¹⁰

Automatic Capacity Adjustment: SELECT EITHER

[The amount of capacity set forth above is not subject to automatic adjustment downward if the condition described in § III(B)(4) of the CGS Rider is not satisfied for the full amount of capacity set forth above and associated energy, but is satisfied at a lower level.]¹¹ OR

[The amount of capacity set forth above is subject to automatic adjustment downward if the condition described in § III(B)(4) of the CGS Rider is not satisfied for the full amount of capacity set forth above and associated energy, but is satisfied at a lower level. In such event, the amount of capacity set forth above would be automatically adjusted downward to reflect the highest level of capacity and energy at which such condition is satisfied SELECT EITHER [for the entire

⁷ Include bracketed language and complete only if this certification is after the time of application for CGS Service.

⁸ Describe the QF from which the contracted capacity will be provided.

⁹ Insert bracketed language and complete only if the delivery period is one year.

¹⁰ Insert bracketed language and complete only if the delivery period exceeds one year.

¹¹ Insert bracketed language only if the capacity is not subject to automatic downward adjustment.

delivery period, subject to a minimum of __ MW.]¹² OR [for the entirety of each Contract Year of the delivery period, subject to a minimum for each Contract Year as set forth below:

<u>Contract Year</u>	<u>Quantity</u>
1	<i>[insert quantity in MW]</i>
2	<i>[insert quantity in MW]</i>
<i>[repeat for each Contract Year of the delivery period¹³]</i> ¹⁴	

3. **Delivery Period:** __ year(s). The start (if any) of the delivery period under the Qualifying Supplier-Customer Contract will occur concurrently with the start (if any) of the delivery period under the Corresponding ETI-Supplier Contract and the CGS Term. The scheduled start date of the delivery period under the Qualifying Supplier-Customer Contract is the beginning of hour ending 0100 on _____.
4. **Delivery Point:** [_____].¹⁵
5. **Priority:** During the delivery period, the CGS Supplier will allocate the available capacity at the Facility for the delivery of capacity and energy to ETI at the Delivery Point in accordance with the Corresponding ETI-Supplier Contract.

H. **Interconnection Agreement.** Attached hereto as Annex 2 is a true, complete and correct copy of the CGS Supplier's interconnection agreement with ETI for the interconnection of the Facility to the ETI transmission system at the Delivery Point. The attached interconnection agreement is in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Tracking Certification as of the Certification Date.

[insert name of the CGS Customer]

[insert name of the CGS Supplier]

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

¹² Insert bracketed language and complete only if the delivery period is one year.

¹³ Insert bracketed language and complete only if the delivery period exceeds one year.

¹⁴ Insert bracketed language only if the capacity is subject to automatic downward adjustment.

¹⁵ Describe the physical point at which the Facility is interconnected to the ETI transmission system.

ANNEX 1 TO TRACKING CERTIFICATION

ETI-SUPPLIER CONTRACT

(see attached)¹⁶

¹⁶ Attach fully negotiated ETI-Supplier Contract.

ANNEX 2 TO TRACKING CERTIFICATION
INTERCONNECTION AGREEMENT FOR THE FACILITY

(see attached)¹⁷

¹⁷ Attach the interconnection agreement for the Facility. (The interconnection agreement must comply with the requirements of clause (H) of the Tracking Certification.)

I. AVAILABILITY

This Green Future Option ("GFO") is offered on a voluntary basis upon request to customers taking metered service who are in good standing with the Company, subject to the following exclusions.

Availability to eligible Customers is on a first-come, first-served basis in accordance with the Company's receipt of applications for GFO service. The total amount of Capacity of the Designated Renewable Resources that is available for enrollment under Schedule GFO is 150 megawatts.

While exact allocations of subscriptions to different customer classes are defined in Attachment A, customers taking service under Residential Service ("RS") rate schedules will be allocated approximately 20% of the overall capacity for this GFO offering with the remaining 80% available to non-residential customers. Additionally, as defined in Attachment A, approximately 33% of the "RS" allocation will be reserved for Low-income Residential Customers.

This GFO schedule is not available to customer accounts taking service under rate schedule SQF (Rate for Purchases from Qualifying Facilities Less Than or Equal to 100 kW and Distributed Generators) or schedule LQF (Nonfirm Energy Purchased from Large Qualifying Facilities) or customers served under rate schedules for alternative payment provisions where the Company deems GFO incompatible with the alternate payment provisions.

II. APPLICATION

This GFO schedule is applicable to eligible rate schedules for metered service subject to the following limitations. Customers served on rate schedules for residential service, including Low-Income Residential Customers, may opt to subscribe up to a maximum of 5 kW of GFO Capacity. The cap on non-residential customers' subscriptions is defined in Attachment A. The minimum subscription amount is 1 kW and Customer may subscribe in increments of 1 kW.

If, after twelve months following the effective date of this Schedule GFO or a modification to this Schedule GFO that expands the Capacity of Designated Renewable Resources, any portion of the Designated Renewable Resources that is not fully subscribed will be open to subscribers from any qualifying customer class on a first come, first served basis.

For the purpose of Schedule GFO, the cap on subscriptions of non-residential customers defined in Attachment A applies on a parent company or the equivalent of a parent company (i.e., any corporate entity or its subsidiary) basis, in the sole judgment of the Company, inclusive of all accounts taking electric service under multiple locations within ETI's service area. Such cap shall be applicable until such time that the Company, within its sole discretion, may withdraw the limitation/cap.

III. MONTHLY BILLING

- A. In addition to the monthly billing amount under applicable rate and rider schedules, Customer's bill will include an additional amount based on the applicable option below: Option A or Option B. The adjustment shall be equal to:

Option A

1. GFO Capacity kW x GFO Capacity Charge, as defined in Attachment A
Less
2. GFO Energy x MISO Market Settlement Rate

Option B (only to Low-Income Residential Customers)

1. GFO Capacity kW x GFO Low-Income Capacity Charge, as defined in Attachment A
Less
2. GFO Energy x MISO Market Settlement Rate

- B. In no month will a customer's monthly bill be less than the otherwise applicable minimum. In the event that the customer's bill would result in the otherwise applicable minimum, any credit amount not applied in the current billing month will be carried forward to the following billing month.

IV. GFO TERMS

The initial enrollment period for Schedule GFO shall be three years. ETI will facilitate enrollment for customers via multiple channels, including over the phone as well as online through a dedicated website established to provide information regarding Schedule GFO. Overall enrollment in Schedule GFO across all customer classes will be subject to availability as detailed above. To the extent Schedule GFO is fully subscribed, ETI will maintain a queue of interested customers in the event future resources are procured that would allow Schedule GFO to be expanded. In the event that a customer chooses to end their subscription during the three-year initial enrollment period, that GFO subscription capacity will be made available for enrollment to the queue of interested customers on a first-come, first-served basis. In the event the customer terminates after the three-year enrollment period, whether that subscription capacity can be made available to other interested customers may depend on whether Schedule GFO's available capacity has been expanded beyond the initial 150 MW level that is tied to the Umbriel Solar Project.

The initial term of enrollment under GFO shall be for a one-year period and shall automatically be extended for successive periods of one year each until terminated by written notice given by one party to the other not more than six months nor less than two months prior to the expiration of the original term or any anniversary thereof.

If Customer discontinues service with ETI, enrollment under GFO will be terminated except if 1) the Customer is relocating within the ETI service area, 2) initiates service at a new location at the time of discontinuing the original service, and 3) takes service at the new location under the same rate schedule as the original service, then Customer may opt to transfer their GFO enrollment to the new account for service.

V. RENEWABLE ENERGY CREDITS (RECs)

The Company shall retire Renewable Energy Credits (RECs) associated with the Customer's GFO Energy on the Customer's behalf. Upon mutual agreement, the Company could transfer the RECs associated with subscriptions of non-residential customers to an account held by such Customer as an alternative to the Company retiring RECs on such Customer's behalf so long as the Customer agrees to retire the RECs on its own behalf and not transfer them.

VI. CONDITIONS OF SERVICE

The charges calculated under this tariff are subject to change in such an amount as may be approved and/or amended by the Public Utility Commission of Texas (PUCT). The Company reserves the right to withdraw this tariff at any time at the Company's discretion.

Low Income Residential Customer identification will be determined by account holder name shown on the monthly residential electric bill. Customer must self-certify to confirm their eligibility as a Low-Income Residential Customer; the Company may, in its discretion, request proof of eligibility and/or work with agencies that administer the federal Low Income Home Energy Assistance Program ("LIHEAP") to verify a customer's eligibility. If a customer has misrepresented his or her eligibility during the self-certification process, the Company may, in its discretion, permanently exclude the customer from participating in this program.

Final determination as to a Customer's qualifications to receive Service under GFO and this rate schedule will be made solely by the Company.

VII. DEFINITIONS

Capacity of Designated Renewable Resources: Capacity associated with ETI's Designated Renewable Resources, as identified in Attachment A.

Designated Renewable Resources: The renewable resources designated by the Company and approved by the PUCT to supply renewable energy for this Schedule GFO.

Low Income Residential Customer: A Low-Income Residential Customer is a Customer who meets applicable eligibility requirements to qualify for the LIHEAP in place at the time the customer is enrolled in this program.

MISO Market Settlement Rate: Per kWh rate derived from monthly weighted average Locational Marginal Prices ("LMPs") for ETI load zone (EES.ETILD) based on the output of the Designated Renewable Resources in Midcontinent Independent System Operator, Inc. (MISO) energy markets. Application for billing purposes will be on a two-month lag.

Monthly Renewable Resource kWh Output: Amount of kWh generated each calendar month by ETI's Designated Renewable Resources. Application for billing purposes will be on a two-month lag.

GFO Capacity kW: The total amount of capacity (kW) from the Designated Renewable Resources that a Customer subscribes to under this Schedule GFO, subject to the requirements described in Section II and Attachment A.

GFO Energy: The monthly energy associated with the Customer's contracted GFO Capacity, and calculated based on the following formula: [(Customer's GFO Capacity / Capacity of Designated Renewable Resources) x Monthly Renewable Resource kWh Output]. Application for billing purposes will be on a two-month lag.

VIII. OTHER PROVISIONS

Provisions, prices, billings, and regulations of ETI's standard rate schedules and riders are not modified by any provisions or the service offered in this schedule.

N

ENTERGY TEXAS, INC.

**GREEN FUTURE OPTION
SCHEDULE GFO**

OPTION A: GFO Capacity Charge \$6.50 per kW-month

OPTION B: GFO Low Income Capacity Charge \$6.00 per kW-month

The total Capacity of Designated Renewable Resources is 150 MW. Subscriptions to shall be allocated among customer classes in accordance with Section II of this Schedule GFO as follows:

Customer Class	Allocation (MW)
Low-Income Residential Customers	10 MW
Standard Residential Customers	20 MW
Non-residential Customers	120 MW

Non-residential Customers may opt to subscribe up to 30,000 kW of GFO Capacity, pending availability. This cap applies to the parent company level as noted in Section II of this Schedule GFO.

I. AVAILABILITY

This Transportation Electrification and Charging Infrastructure ("TECI") Rider is available to Entergy Texas, Inc. ("ETI" or the "Company") customers taking metered service under the Company's non-residential rate schedules.

II. APPLICATION

Prior to the Company installing Transportation Electrification ("TE") charging infrastructure at the Customer's premises, the Customer will enter into an Agreement with the Company and agree to pay to the Company (i) a net monthly charge based on the investment by the Company in such TE and charging infrastructure and other modifications to Company's facilities, subject to adjustment, and the monthly percentages below, as appropriate, and (ii) an agreed-upon fixed amount to cover operation and maintenance ("O&M") expenses based on the Customer's desired level of warranty, insurance, remote monitoring, access, and network services. Any subsequent capital additions, replacements, or modifications of TE and charging infrastructure will be treated as described below.

At the execution of the Agreement, the Customer will have a one-time election for the Selected Recovery Term which specifies the applicable monthly rate to recover the Company's investment. The Selected Recovery Term cannot be more than 10 years. The table below specifies the monthly percentages for application during the Selected Recovery Term. Applicable percentages will apply to the installed cost of all TE and charging infrastructure and other modifications to Company's facilities included in the Agreement during the Selected Recovery Term. Following the Selected Recovery Term, the agreed-upon monthly fixed amount to cover O&M expenses included in the Agreement will apply thereafter for operations, maintenance, and other on-going expenses.

For the TE and charging infrastructure covered by the Agreement, subsequent modifications, additions, or replacement of TE and charging infrastructure not already covered in the fixed amount to cover O&M expenses shall be subject to a new Agreement covering the installed cost of such modified, added, or replaced infrastructure.

Subsequent replacement of a component shall be subject to a new Agreement covering the installed cost of such item. If the Agreement covering the replaced item remains in effect because there was not a total replacement of the TE and charging infrastructure covered by the Agreement, the costs covered by such Agreement shall be reduced by the original cost of the replaced TE charging infrastructure. If the replacement occurs prior to the end of the Selected Recovery Term for the replaced infrastructure, the replacement installed cost shall be reduced by the salvage value of the replaced TE charging infrastructure, if any.

N

<u>Selected Recovery Term (Years)</u>	<u>Monthly % Selected Recovery Term</u>
1	10.144%
2	5.286%
3	3.672%
4	2.867%
5	2.386%
6	2.068%
7	1.842%
8	1.674%
9	1.545%
10	1.442%

III. NET MONTHLY BILL

The Net Monthly Bill associated with the TECI Rider will be calculated based on the total installed cost of TE and charging infrastructure less applicable adjustment for (1) utilization of any available government tax or other form of incentives and (2) additional revenues (through the receipt of Contract Revenues from the Customer) projected to be received by the Company as defined in Section V. below. The Net Monthly Bill shall also include the agreed-upon fixed amount for O&M expenses.

Additionally, the Customer shall be billed and agrees to pay in accordance with the applicable rate schedules under which electric service is provided.

IV. CONTRACT PERIOD

The initial contract period of any Agreement for TE and charging infrastructure provided hereunder shall be for ten (10) years regardless of the length of the Selected Recovery Term and shall be automatically extended thereafter for successive periods of one (1) year each until terminated by written notice given by one party to the other not more than six (6) months nor less than three (3) months prior to the expiration of the initial contract period or any anniversary thereof.

V. OTHER PROVISIONS

Customers installing TE and charging infrastructure through the TECI Rider will not be required to reimburse the Company for the cost of construction and installation of New Facilities necessary to extend electric service to the TE charging infrastructure, including for the installation of underground infrastructure, as determined by the Company in its sole discretion, for new TE and charging infrastructure load or incremental load for additional TE charging infrastructure, when projected Contract Revenues for the first four years of the contract term (if a contract is required), or projected Revenues for the first four years after electric service to the TE and charging infrastructure is expected to commence (if no contract is required) is equal to or exceeds the Company's projected investment to construct and install the TE and charging infrastructure and any related infrastructure necessary to serve the TE and charging infrastructure new load.

Projected Contract Revenues shall be determined by Company in its sole discretion and shall include projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms, but shall not include existing and future non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives electric service.

The Company shall determine in its sole discretion the applicability of projected Contract Revenues to the TE and charging infrastructure.

The Company further retains the right to require an agreement with a minimum monthly charge from the Customer to secure projected Contract Revenues or to require financial security to secure any investment projected to be received by the Company. Projected Contract Revenues to be applied as an adjustment to the Net Monthly Bill, as described above, shall be limited to those paid to the Company in the first four years following the installation of the TE and charging infrastructure and commencement of taking electric service, such date to be determined by the Company.

N

VI. PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. APPLICATION

This New/Unbundled Services Plan ("Plan") Rider NUS ("Rider") defines the procedures to add, unbundle and eliminate service and product offerings, and to provide new pricing options.

II. DEFINITIONS

A. Basic Services

"Basic Services" are those Company services related to the continuing provision of electric service provided by facilities of less than 69 kV voltage, and related operations, and the provision of billing, information and ancillary services, unless such services are identified as Non-Basic Services, as defined below. Basic Services are provided pursuant to the Company's rate schedules, except for those identified as Non-Basic Service Rate Schedule(s) (defined below), and associated riders.

B. Non-Basic Services

"Non-Basic Services" are those services or activities that cause the Company to incur or avoid costs directly attributable to a customer's request or action and/or that provide a discretionary offering to the customer, which services and activities are generally described and provided pursuant to rate schedules and policies specified in Attachment A to this Rider ("Non-Basic Service Rate Schedules").

III. NEW SERVICES/UNBUNDLINGS/ELIMINATIONS

A. General

The Company may add, unbundle or eliminate services or products and provide new pricing options in accordance with the provisions of this Rider, so long as the Parameters specified in § IV are satisfied. The review process for any filings of proposed additions, reclassifications, eliminations or new options is as specified in § V. Described below are the specific types of filings that can be made under this Plan.

B. New Services

The Company may provide a new service, product or pricing option (a "New Service"). Such event shall be reflected, as appropriate, by creation of, or revision of, Company rate schedule(s).

C. Unbundlings

The Company may unbundle, as a Non-Basic Service, a service or activity previously provided as part of Basic Services (an "Unbundled Service"). Such event shall be reflected, as appropriate, by creation of, or revision of, Non-Basic Services Rate Schedule(s).

D. Eliminations

The Company may cease to offer a service or activity previously provided as a Non-Basic Service (an "Eliminated Service"). Such event shall be reflected, as appropriate, by timely elimination of, or revision of, Non-Basic Services Rate Schedule(s).

IV. PARAMETERS FOR NEW SERVICES/UNBUNDLINGS/ELIMINATIONS

- A. The price of a New Service or an Unbundled Service must exceed the incremental costs to provide such New Service or Unbundled Service.
- B. A New Service or Unbundled Service offering shall be voluntary to customers.
- C. A New Service or Unbundled Service offering shall be made available to all similarly situated customers.
- D. If the price of a New Service or an Unbundled Service is below fully-allocated embedded costs, the difference between the price and the fully allocated embedded costs will be borne by the Company and not borne by the Company's other customers.
- E. An Eliminated Service must be shown to have a lack of an appropriate level of market demand or must be shown to be competitive.

V. REVIEW AND APPROVAL PROCESS

- A. Filings of proposed New Service(s), Unbundled Service(s) or Eliminated Service(s) (a "Plan Filing") shall be made ninety (90) days in advance of the proposed effective date. Company shall provide to the Staff of the Commission ("Staff") supporting documentation and workpapers to prove that the Parameters are satisfied.
- B. A Plan Filing will be considered approved ninety (90) days after the filing date unless, within such ninety (90) days, a party requests and the Commission approves that the Plan Filing be docketed. If so docketed, the traditional suspension period for tariff review will apply.

ATTACHMENT A TO RIDER NUS
NON-BASIC SERVICES RATE SCHEDULES

<u>SOURCE (RATE SCHEDULES/POLICES)</u>	<u>DESCRIPTION</u>
Miscellaneous Electric Services Tariff, Rate Schedule MES	Various miscellaneous services and activities
Basic Service Rate Schedules	Late payment charges
Overhead Extension Policy	Overhead extensions
Underground Extension Policy	Underground extensions
Additional Facilities Charge Rider, Rider AFC	Additional facilities
Company's other Street and Outdoor Lighting tariffs	Installed and leased lighting

I. AVAILABILITY

Entergy Texas, Inc. ("Company") shall interconnect distributed generation as described in Public Utility Commission of Texas ("PUC" or "Commission") Substantive Rules §25.211 and §25.212 pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein as Attachment A.

II. APPLICATION FOR INTERCONNECTION

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein as Attachment B.

III. PRE-INTERCONNECTION STUDY

A pre-interconnection study may be required and conducted by Company or by the Company's authorized agent. A pre-interconnection study is an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a customer with distributed generation ("DG") and an engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system. It includes an analysis of the DG contribution to power flow, VAr flow, available fault current, effects on switched capacitors and effects on voltage under normal and worst case situations. It may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the distribution system or results in identifying the necessity of further studies for a larger unit. The cost of the pre-interconnection study shall be borne by the customer pursuant to PUC Substantive Rule §25.211.

A. Fees

Table 1. Non-Exporting Distributed Generation Units

Non-Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ to 10,000 kW
1. Pre-certified, not on network	NA	NA	\$225	\$225
2. Not pre-certified, not on network	\$225	\$225	\$225	\$225
3. Pre-certified, on network	NA	NA	\$225	\$225
4. Not pre-certified, on network	\$225	\$225	\$225	\$225

Table 2. Exporting Distributed Generation Units

Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ to 10,000 kW
1. Pre-certified, not on network	\$225	\$300	\$1403	\$2205
2. Not pre-certified, not on network	\$225	\$500	\$1976	\$2644
3. Pre-certified, on network	\$500	\$1300	\$2900	\$3700
4. Not pre-certified, on network	\$500	\$1850	\$3440	\$5000

B. Fee Applicability

1. No fee is charged for any pre-certified (according to PUCT definition) DG unit up to 500 kW that exports not more than 15% of the total load on a single radial feeder and contributes not more than 25% of the maximum potential short-circuit current on a single radial feeder.
2. No fee is charged for any pre-certified (according to PUCT definition) distributed inverter based generation unit up to 20 kW connected to a distribution network.
3. For any pre-certified DG unit up to 500 kW that exceeds the limits defined in A above, or any pre-certified DG unit above 500 kW, the above fees apply as required for any pre-interconnection studies required by the Company.
4. For any non-certified DG unit, the above fees apply as required for any pre-interconnection studies required by the Company.
5. The above fees apply for any pre-interconnection studies required by the Company for interconnection of DG to either radial feeders or distribution networks.

IV. TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in PUCT Substantive Rules §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission. Such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment.

V. STUDIES AND SERVICES

All charges for pre-interconnection studies that are required to be undertaken by the Company prior to interconnection must be agreed to and paid by the Customer prior to commencement of the study. Customer and Company may enter into other negotiations and agreements which may be subject to approval by the Commission.

VI. RELATED TARIFFED SERVICES

Other services as described below may be provided as requested by the customer pursuant to negotiations and agreement by the customer and Company and may be subject to approval by the Commission.

Standby and Maintenance Service: Applicable and available to the requirements at the site of the DG and only to customers who have their own generation equipment and who contract for standby and maintenance service pursuant to Schedule SMS, Standby and Maintenance Service.

Supplemental Service: Applicable and available to the requirements at the site of the DG and only to customers who have their own generation equipment but who also require firm power service in addition to service provided under Schedule SMS, Standby and Maintenance Service. Supplemental Service may be provided under any of the Company's rate schedules applicable to customer's requirements at the site of the DG only.

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:
2. Premises Owner Name:
3. Facility location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): _____ Yes / _____ No
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. Equipment to be furnished by Company:
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. Equipment to be furnished by Customer:
(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)
10. Cost Responsibility and Ownership and Control of Company Facilities:
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have a title and complete ownership and control over facilities installed by Company.
11. Modifications to Customer Facilities:
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in a Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

ENTERGY TEXAS, INC.

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A
AGREEMENT FOR
INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by Entergy Texas, Inc. ("Company"), and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

____ Option 1: For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

____ Option 2: For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

____ Option 3: For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

____ Option 4: For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

1. Scope of Agreement – This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. Establishment of Point(s) of Interconnection – Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. Responsibilities of Company and Customer – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected.

Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in the Terms and Conditions Applicable to Electric Service of Company's Commission-approved tariffs, which are incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.

c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

d. Please check the appropriate box.

Person Other than a Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.

- f. For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants that it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. Disconnection of Facilities – Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. Governing Law and Regulatory Authority – Please check the appropriate box.

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

Persons Other Than a Federal Agency: This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency: This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, order of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded – This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement

11. Written Notices – Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

(b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment – Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. Disclosure of Information to End-Use Customer – If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

14. No Third-Party Beneficiaries – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15. No Waiver – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

16. Headings – The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

17. Multiple Counterparts – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

ENTERGY TEXAS, INC.

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

END-USE CUSTOMER AFFIRMATION SCHEDULE

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. ____ (insert applicable number) in the Interconnection Agreement between Entergy Texas, Inc. and _____ (insert name of Customer) or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreement that I have with _____ (insert name of Customer) relating to the distributed generation facility addressed in Facility Schedule No. ____ (insert applicable number) may not be subject to the jurisdiction of the Public Utility Commission of Texas."

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

ATTACHMENT B

**APPLICATION FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED GENERATION**

Return Completed Application to: [Entergy –Texas, Inc.]
[Attention: Manager, Distribution Planning
[Company address]
[Company address]

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____
(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Entergy Texas, Inc. for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95° F at location) _____

Kilovolt-Ampere Rating (95° F at location): _____

Power Factor: _____

Voltage Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes / _____ No / _____ TBD

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEE 1547.1):

Expected Energization and Start-up Date:

Normal operation of interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) _____

One-line diagram attached: _____ Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does Entergy Texas, Inc. have the dynamic modeling values from the generator manufacturer?
_____ Yes _____ No

If not, please explain: _____

(Note: For pre-certified equipment, the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available.)

Layout sketch showing lockable, "visible" disconnect device is attached: _____ Yes

Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Entergy Texas, Inc. to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

ENTERGY TEXAS, INC.

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

I. **APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company in areas designated by Company where facilities of adequate capacity and suitable voltage are available. This rate is not applicable to street and highway lighting.

II. **TYPE OF SERVICE**

Unmetered lighting service from dusk to dawn every night, approximately 4,000 hours per year, served from Company's existing overhead and pole distribution system under conditions specified in § IV. The lighting facilities installed will be Company's standard approved facilities for the particular application.

III. **NET MONTHLY BILL**

Lights	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Lamp⁽¹⁾</u>	<u>Rate Categories</u>	
“Security Light”					
High Pressure Sodium Open Bottom	100	38.3	\$9.05	ALCE;ALCG; ALCE_U	T
“Flood Light”					
High Pressure Sodium	100	38.3	\$11.02	ALCJ;ALCJ_U	T
High Pressure Sodium	400	150.0	\$20.54	ALCK;ALCK_U	T
High Pressure Sodium	1,000	367.3	\$35.89	ALCR;ALCR_U	T D
“Decorative Light”					
High Pressure Sodium Acorn	150	58.6	\$17.04	ALDA;ALDA_U	D T
High Pressure Sodium Colonial	150	58.6	\$13.96	ALDC;ALDC_U	T, D
High Pressure Sodium Colonial	250	100	\$19.32	ALDD;ALDD_U	T
Poles					
			<u>Monthly Rate⁽¹⁾</u>	<u>Rate Categories</u>	
“Wood”⁽²⁾					
Standard Wood Pole -35 foot Class 5			\$9.93	ALCT;ALCT_U	1

“Metal”⁽²⁾⁽³⁾

Metal 39 foot Rounded- tapered	\$21.68	ALDF;ALDF_U	D I
--------------------------------	---------	-------------	--------

“Fiberglass”⁽²⁾⁽³⁾

Direct Embedded 18’ Pole	\$7.61	ALDG;ALDG_U	I
--------------------------	--------	-------------	---

- (1) Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.
- (2) If pole is not accessible by truck, additional cost will be charged pursuant to Section IV.
- (3) Poles will be either direct embedded or installed on auger base. Underground perimeter lighting only.

IV. GENERAL PROVISIONS

For the Security Light and Flood Light rates set forth in § III above, Company will install, own and maintain the required facilities mounted on an existing wood pole or other existing support owned by Company and, when required, one overhead span of secondary extension per light. If the Customer requests replacement of a functioning light, Customer will pay in advance a nonrefundable lump sum payment of \$25.00 per fixture to partially cover the Company's cost to install the facilities.

When additional facilities, not provided for in the rates set forth in § III (light, standard wood pole accessible by truck, and one span of overhead secondary), are requested and agreed to by the Company, Customer will pay in advance of installation, Company's cost to install such facilities plus the non-refundable lump sum payment as set forth above.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

Company may remove a light which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the light.

Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the ALS-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure.

V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. **APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company in areas designated by Company where facilities of adequate capacity and suitable voltage are available. This rate is not applicable to street and highway lighting.

II. **TYPE OF SERVICE**

Unmetered lighting service from dusk to dawn every night, approximately 4,000 hours per year, served from Company's existing overhead and pole distribution system under conditions specified in § IV. The lighting facilities installed will be Company's standard approved facilities for the particular application.

III. **NET MONTHLY BILL**

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Description</u>	<u>Monthly Rate⁽¹⁾</u>	<u>Monthly kWh</u>	<u>Rate Categories</u>	
9,300	150W	Open Bottom	\$12.36	16.7	ALEDA; ALEDA_U	T, I
26,300	400W	Flood Light	\$24.59	66.7	ALEDC; ALEDC_U	D T, I
32,000	1,000W	Flood Light	\$31.63	87	ALEDD; ALEDD_U	T, I
18,300	250W	Flood Light	\$13.23	36	ALEDL; ALEDL_U	N
22,700	400W	Shoebox	\$28.37	69	ALEDE; ALEDE_U	T, I
33,400	1,000W	Shoebox	\$36.14	112.3	ALEDF; ALEDF_U	T, I
6,700	150W	Colonial	\$15.71	23.3	ALEDG; ALEDG_U	T, I
7,500	150W	Acorn	\$22.82	20	ALEDH; ALEDH_U	T
7,400	150W	Granville	\$23.23	20	ALEDJ; ALEDJ_U	I
7,500	150W	Arbor Post Top	\$23.52	31	ALEDM; ALEDM_U	N
6,700	100W	Flood Light	\$11.77	15	ALEDN; ALEDN_U	N

<u>Poles</u>	<u>Monthly Rate⁽¹⁾</u>	<u>Rate Categories</u>	
"Wood" ⁽²⁾			
Standard Wood Pole -35 foot Class 5	\$9.93	ALCT; ALCT_U	1
"Metal" ^{(2) (3)}			
Metal 30 foot 5X5	\$15.62	ALDE; ALDE_U	1
Metal 39 foot Rounded-tapered	\$21.68	ALDF; ALDF_U	1
Metal 18 foot Rounded-tapered	\$22.21	ALDH; ALDH_U	N
"Fiberglass" ^{(2) (3)}			
Direct Embedded 18'	\$7.61	ALDG; ALDG_U	1
Direct Embedded 19'	\$15.36	ALDJ; ALDJ_U	N
Direct Embedded 15'	\$14.01	ALDM; ALDM_U	N

- (1) Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.
- (2) If pole is not accessible by truck, additional cost will be charged pursuant to Section IV.
- (3) Poles will be either direct embedded or installed on auger base. Underground perimeter lighting only.

IV. GENERAL PROVISIONS

For the Security Light and Flood Light rates set forth in § III above, Company will install, own and maintain the required facilities mounted on an existing pole or other existing support owned by Company and, when required, one overhead span of secondary extension per light. For customer requests to swap out functioning fixtures the customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each light. Replacements requested by Customer will be scheduled consistent with available materials and the Company's available normal resources.

When additional facilities, not provided for in the rates set forth in § III (light, standard utility pole or other existing support owned by Company when accessible by truck, and one span of overhead secondary), are requested and agreed to by the Company, Customer will pay in advance of installation, Company's cost to install such facilities.

Company will maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

If Company experiences excessive fixture replacements or maintenance expenses because of vandalism or other causes beyond its control, it reserves the right to discontinue service. In lieu of discontinuance, Customer may pay, in advance, the cost to repair or replace the light.

V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

| 1
 | 1
 | N
 | 1
 | N
 | N
 | T
 | C

I. APPLICABILITY

This rate schedule is applicable under the regular terms and conditions of the Company to road lighting systems including lighting for public streets, roads, and thoroughfares in municipalities, incorporated cities, recognized unincorporated communities and subdivisions having an incorporated home owner association. This rate is not available for private area lighting.

II. TYPE OF SERVICE

Lights will burn from dusk to dawn for approximately 4,000 hours per year. The lighting facilities installed will be Company's standard approved facilities for the particular application.

III. NET MONTHLY BILL

<u>Rate Group A⁽¹⁾</u>				
<u>Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Rate⁽²⁾</u>	<u>Rate Category</u>
HPS	100	38.3	\$9.05	SHPG; SHPJ; SHPG_U
HPS	150	58.6	\$9.75	SHPP; SHPP_U
HPS	250	100.0	\$15.77	SHPA; SHPA_U
HPS	400	150.0	\$19.37	SHPC; SHPC_U
HPS Shoebox	100	38.3	\$12.61	SHPD; SHPD_U
HPS Shoebox	250	100.0	\$16.55	SHPE; SHPE_U
HPS Shoebox	400	150.0	\$19.03	SHPF; SHPF_U
HPS Granville	150	58.6	\$16.38	SHPM; SHPM_U
HPS Acorn	150	58.6	\$15.86	SHPN; SHPN_U
HPS Colonial	150	58.6	\$13.65	SHPO; SHPO_U

I
I
I
T
T
T
T
T

Rate Group C⁽¹⁾

Where the Company agrees to install facilities other than its standard street light fixtures and lamps (Cobra Head and those listed above with six foot arm and brackets), a lump sum payment will be required, based upon the installed cost of all facilities excluding the cost of its standard street light fixture and lamp. Customer will be billed under Rate Group A.

Rate Group D⁽¹⁾

Where the Company furnishes energy only for Customer owned and maintained mercury vapor, high pressure sodium, metal halide, induction, or Light Emitting Diode (LED) street and highway lighting systems, including incidental lighting such as underpass lighting and obstruction flashers on high mast lighting, a charge will be made to the Customer at the rate of \$0.04957 per kWh⁽²⁾. (Rate Categories SHGA and SHXA)

I

⁽¹⁾ See § IV

⁽²⁾ Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

IV. SERVICE CONDITIONS

The charges under "Rate Group A" include the cost of installation, maintenance, energy supply, and control by the Company of standard street light fixtures and lamps mounted on existing wood poles.

Under Rate Groups A and C, a \$25.00 replacement fee will apply for all replacements of functioning lights.

Service under Rate Group D is supplied based on the Customer's statement of the type of fixture and wattage of the bulb to which service is supplied. It is the Customer's responsibility to notify the Company in writing of any changes to these Customer-owned facilities.

Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the SHL-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure.

C

Company shall use due diligence in the operation and maintenance of the equipment and facilities so as to furnish the Customer, as nearly as may be, a continuous and uninterrupted street lighting service, as herein provided; but it is expressly understood and agreed that the Company shall not be liable to the Customer, or anyone else, by reason of or for any claim or damage resulting from the failure of the Company to keep said street lights, or any one or more of them, burning during the hours designated, where such failure is the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, vandalism, failure of City to furnish adequate police protection, acts of God or the public enemy, or other acts of conditions reasonably beyond the control of the Company. Further, the Company shall not be held liable to the Customer or anyone else, for any matter arising out of or damages or claims resulting from the failure, for any cause, of any one or more of said street lights herein specified to be burning during the hours designated.

Company may remove a street light which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the street light.

V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. **APPLICABILITY**

This rate schedule is applicable under the regular terms and conditions of the Company to road lighting systems including lighting for public streets, roads, and thoroughfares in municipalities, incorporated cities, recognized unincorporated communities and subdivisions having an incorporated home owner association. This rate is not available for private area lighting.

II. **TYPE OF SERVICE**

Lights will burn from dusk to dawn for approximately 4,000 hours per year. The lighting facilities installed will be Company's standard approved facilities for the particular application.

III. **NET MONTHLY BILL**

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Fixture</u>	<u>Monthly kWh</u>	<u>Rate⁽¹⁾</u>	<u>Rate Category</u>
5,100	100W	LED Cobra head	16.7	\$9.49	SLLA
8,500	150W	LED Cobra head	20	\$10.40	SLLB
16,000	250W	LED Cobra head	38.3	\$14.66	SLLC
26,000	400W	LED Cobra head	80	\$18.14	SLLD
5,880	100W	LED Shoebox	16.7	\$15.01	SLL E
16,500	250W	LED Shoebox	46.6	\$17.36	SLLG
22,700	400W	LED Shoebox	69	\$20.74	SLLH
9,300	150W	LED Nema	16.7	\$9.32	SLLL
7,400	150W	LED Granville	20	\$21.27	SLLM
7,400	150W	LED Acorn	20	\$20.86	SLLN
6,700	150W	LED Colonial	23.3	\$13.75	SLL O
19,000	250W	LED Off Road	43	\$14.01	SLLP
29,000	400W	LED Off Road	69	\$16.41	SLLQ

⁽¹⁾ Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

The charge under this rate includes the cost of installation, maintenance, energy supply, and control by the Company of a LED light fixture mounted on existing standard wood pole.

Where the Company agrees to install facilities other than its street light fixtures and lamps with six foot arm and brackets as provided for above, a lump sum payment will be required, based upon the installed cost of all facilities excluding the cost of its standard street light fixture and lamp. Customer will be billed on a monthly basis under the rate above that most closely matches the fixture.

Where the Company agrees to install LED light fixture(s) other than on an existing standard wood pole, a lump sum payment will be required prior to construction, based upon the installed cost of all facilities excluding the cost of the LED light fixture and customer will be billed the applicable LED rate.

IV. SERVICE CONDITIONS

A \$25.00 fee will apply for replacement of functioning light fixtures except replacements of MV fixtures for which there will be no fee. Replacements requested by the Customer will be scheduled consistent with available materials and the Company's available normal resources.

T

Upon failure of HPS or Mercury Vapor (MV) fixtures, the Company will replace with an LED equivalent lighting fixture from this schedule unless Company is directed in writing by the Customer to use a different type light fixture and the replacement fee will not apply. Regular maintenance of bulb replacement, photo controls, and other typical repair work does not constitute the failure of an existing HPS or MV fixture.

C

Company shall use due diligence in the operation and maintenance of the equipment and facilities so as to furnish the Customer, as nearly as possible, a continuous and uninterrupted street lighting service, as herein provided. It is expressly understood and agreed that the Company shall not be liable to the Customer, or anyone else, by reason of or for any claim or damage resulting from the failure of the Company to keep said street lights burning during the hours designated, where such failure is the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, vandalism, failure of City to furnish adequate police protection, acts of God or the public enemy, or other acts of conditions reasonably beyond the control of the Company. Further, the Company shall not be held liable to the Customer or anyone else, for any matter arising out of or damages or claims resulting from the failure, for any cause, of any one or more of said street lights herein specified to be burning during the hours designated.

Company may remove a street light fixture which has been repeatedly damaged or vandalized by a third party. Four repair requests within a three month period is considered repeatedly. In lieu of removal, Customer may pay, in advance, the cost to repair or replace the street light.

D

V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. **APPLICABILITY**

This rate schedule is applicable under the regular terms and conditions of the Company to Street and Highway Lighting Service, Area Lighting Service, and Residential Subdivision Lighting (existing installations or extensions thereof) only. This rate is not applicable to new installations.

II. **TYPE OF SERVICE**

Lights will burn from dusk to dawn for approximately 4,000 hours per year.

III. **NET MONTHLY RATE**

RATES CLOSED UNDER SCHEDULE SHL⁽¹⁾

Lamp Type	Lamp Wattage	Monthly kWh	Group A		Group B		Group C	
			Rate ⁽²⁾	Code	Rate ⁽²⁾	Code	Rate ⁽²⁾	Code
MV	100	42.4	\$7.59	SHKA	--	--	\$10.43	SHMA
MV	175	70.0	\$9.10	SHKB,SHWK	--	--	--	--
MV	250	97.3	\$12.55	SHKC	--	--	--	--
MV	400	153.5	\$16.34	SHKE	\$11.28	SHFD	--	--
HPS	250	100.0	--	--	\$9.53	SHPB	--	--

(1) See §§ IV A of this Schedule.

(2) Plus fixed fuel factor per Schedule FF and all applicable riders.

Rate Group C

Where the Company furnishes overhead service to metal or concrete poles, Customer pays the charge under Rate Group C above which includes the Group A Rate plus a pole charge of \$2.84 per month. Subsequently, if the existing metal or concrete pole must be replaced for any reason, Customer will pay the installed cost of such replacement and thereafter will pay the monthly charge under Group A.

RATES CLOSED UNDER SCHEDULE ALS⁽¹⁾

<u>Lamp Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>Fixture on Existing Wood Pole⁽²⁾</u>		<u>Fixture + Added Pole⁽²⁾</u>		
			<u>Rate</u>	<u>Code</u>	<u>Rate</u>	<u>Code</u>	
MV "Security Light"	175	70.0	\$9.10	ALCA;ALCA_U	\$11.94	ALCB	I
MV "Security Light"	400	153.5	\$16.33	ALCC	\$19.17	ALCD	I
MV "Flood Light"	400	153.5	\$16.33	ALCL	--	--	I
MV "Flood Light"	1,000	367.3	\$23.94	ALCN	\$26.78	ALCO	I
MH Open Bottom "Security Light"	320	120.0	\$25.20	ALCV	--	--	I, T
MH Shoebox "Decorative Light"	320	120.0	\$33.41	ALCY	--	--	I, T
MH "Flood Light"	320	120.0	\$17.83	ALCU;ALCU_U	--	--	N
MH "Flood Light"	1,000	367.3	\$34.34	ALCS;ALCS_U	--	--	N
HPS Shoebox "Decorative Light"	400	150	\$27.19	ALCW;ALCW_U	--	--	N
HPS Shoebox "Decorative Light"	1,000	367.3	\$43.69	ALCX;ALCX_U	--	--	N
MH Shoebox "Decorative Light"	1,000	367.3	\$47.63	ALCZ;ALCZ_U	--	--	N
MH Acorn "Decorative Light"	150	58.6	\$24.67	ALDB;ALDB_U	--	--	N
Pole: Metal 30 foot 5X5	NA	NA	\$15.62	ALDE;ALDE_U	--	--	N

(1) See §§ IV B of this Schedule.

(2) Plus fixed fuel factor per Schedule FF and all applicable riders.

RATES CLOSED UNDER SCHEDULE ALS-LED⁽¹⁾

<u>Initial Lumens</u>	<u>HPS Equivalent</u>	<u>Description</u>	<u>Monthly Rate⁽²⁾</u>	<u>Monthly kWh</u>	<u>Rate Categories</u>
6,300	100W	Flood Light	\$17.72	16.7	ALEDB; ALEDB_U

(1) See §§ IV B of this Schedule.

(2) Plus fixed fuel factor per Schedule FF and all applicable riders.

RATES CLOSED UNDER RIDER SCHEDULE RLU⁽¹⁾

<u>Lamp Type</u>	<u>Lamp Wattage</u>	<u>Monthly kWh</u>	<u>L(1)</u>	<u>Code</u>	<u>P(2)⁽³⁾</u>	<u>Code</u>	<u>L(3)</u>	<u>Code</u>
MV	100	10.6	\$1.99	RL130	\$1.99	RL140	—	—
MV	175	17.5	\$2.36	RL160	\$2.36	RL170	—	—
HPS	100	9.6	—	—	—	—	\$2.45	RL190

(1) See §§ IV C of this Schedule.

(2) Plus fixed fuel factor per Schedule FF and all applicable riders.

(3) Monthly kWh not applicable to P(2).

L(1) Rate Designation L applies to the following type Customer:

- i. Those in subdivisions containing wood street lighting standards.
- ii. Those in subdivisions containing aluminum or concrete standards where the Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.

P(2) Rate Designation P applies to Customers served in subdivisions where the lights are installed on aluminum or concrete standards and an agency pays the normal street lighting charges exclusive of the charges for aluminum or concrete standards. This charge does not apply where Company has received a contribution from Developer or others covering the higher costs of aluminum or concrete standards relative to wood standards.

L(3) As of the effective date of the "Closed" Schedule RLU, existing agreements will be honored as described in the "Closed" Schedule RLU and all provisions of same will apply.

IV. GENERAL PROVISIONS

A. SHL: The charges shown under "Rate Group A" include the ownership costs including installation, maintenance, energy supply, and control by the Company of existing standard street light fixtures and lamps mounted on existing standard wood poles.

SHL: Under "Rate Group B" all street lighting equipment, poles, luminaires, and overhead circuits or underground cables are provided by the Customer in accordance with Company standards. The charges shown under "Rate Group B" are applicable when the Company furnishes energy at secondary voltage and maintains Customer's system to the extent of replacing burned-out lamps, cleaning outer globes, making patrols and inspections, and maintaining control switches at each point of delivery. Any other maintenance, installations, replacements, or removals, shall be done only upon written request and at the expense of the Customer. Rate Group B is also applicable where the Company has installed

T, T
T
T
T

nonstandard facilities and the Customer has made a lump-sum payment to cover the total cost of all such facilities, including the fixture.

SHL: Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the SHL-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure. A \$25.00 replacement fee will apply for all replacements of functioning light fixtures except replacements of functioning MV fixtures. Customer shall submit a written request for all replacements of MV or HPS lighting with LED lighting.

C

- B. ALS and ALS-LED: Company will own and maintain existing facilities at its own cost and expense, mounted on an existing wood pole or other support approved by Company.

C

ALS: For additional facilities consisting only of a normally installed wood pole not in excess of 35 feet and one span of secondary, the Customer pays the Net Monthly Rate shown under Fixture + Added Pole which includes the Fixture on Existing Wood Pole Rate plus \$2.84 per month. If the existing pole must be replaced for any reason Customer will pay the installed cost of such replacement and thereafter the Fixture on Existing Wood Pole Rate will apply.

I

ALS: Replacement of burned out lamps will continue for these lights as long as these lamps are available. However, when fixtures or lamps need to be replaced and are no longer available, these fixtures will be replaced with an equivalent fixture from the ALS-LED rate schedule and will be billed at the then current rate of the replacement. Photocell or lamp failure will not be considered a fixture failure. For customer requests to swap out functioning MH or HPS fixtures, the customer will pay in advance a nonrefundable lump sum payment of \$25.00 for each light.

C

ALS and ALS-LED: Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practical following notification by Customer.

C

- C: RLU: Upon failure of an existing fixture where a like replacement is not manufactured and/or in stock, the Company will replace the fixture with the HPS (if available) or LED fixture from the RLU rate schedule and the installation cost will not apply.

D

V. AMOUNT DUE AND PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill, including all adjustments under the rate schedule and applicable riders, shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

I. **APPLICABILITY**

This rate is applicable, under the regular terms and conditions of the Company, to municipalities and other political subdivisions of the state, for the supply of electric energy to street and highway traffic signals, including video camera apparatus, under contract, which signals and related facilities are owned, operated, and maintained by the Customer. Service is available where the Company has adequate existing facilities adjacent to the signal or point of service. If additional facilities are required customer will pay Company's cost to install such facilities in advance of installation. This rate applies separately to each point of delivery.

II. **NET MONTHLY BILL**

A. Energy Charge*

All kWh used: \$0.03612 per kWh

*Plus fixed fuel factor per Schedule FF and all applicable riders.

B. Minimum Charge

The monthly minimum charge will be \$8.00 per billing month plus all applicable riders/adjustments.

III. **DETERMINATION OF KWH**

Monthly kWh, for billing purposes, will be determined by the Company, based on data supplied by the Customer, subject to review at any time by either party. The monthly kWh, for billing purposes, will be the effective signal demand in nominal watts rating (disregarding incidental control accessories, overlaps and dark periods during changes of the signals, and dark periods of flashing signals) times the year-round daily average use (to the nearest whole hour) times 30 (days) divided by 1,000. For loads of neon or other special signals, the watts demand will be determined by the Company if necessary information is available, otherwise the demand will be established by measurement.

| T

| C

I. **APPLICABILITY**

A charge shall be assessed, or credit provided, for the activities and services listed below in accordance with the provisions and prices herein.

II. **DESCRIPTIONS**

Trip Fee

A charge of fourteen dollars and sixty-two cents (\$14.62) will be made when Company is required to dispatch an employee to a customer's location. | T

Connection

A. Standard Metering Service – Existing Meter | C

A charge of six dollars and thirty-one cents (\$6.31) per event will be billed to connect an existing standard meter. | T, R

B. Standard Metering Service – New Installation | C

A charge of twenty-one dollars and sixty-one cents (\$21.61) per event will be billed to install and connect a new standard meter | T, I

Disconnect/Reconnect Fee

A charge per event will be made for those services provided in order to disconnect or reconnect a Customer's point of delivery to the Company's electric distribution system where service has been terminated or suspended due to any reason allowing for disconnection or suspension of service set forth in Company's Terms and Conditions Applicable to Electric Service. In cases of abuse or tampering, Company will charge all reasonable out-of-pocket expenses necessary to restore its facilities to original condition. Service will not be reconnected until Customer pays the total amount of any funds due the Company, plus the applicable charge(s) stated below. | T

A. Standard Metering Service | T

A charge of two dollars and fifty-two cents (\$2.52) will be charged to reconnect after a disconnect for non-pay when the Customer or authorized party requests reconnection and makes payment of all billing amounts and fees at a Company authorized payment station during normal business hours. If full payment is made after 7:00 PM, reconnection that same day will be made only in cases of a Company-determined emergency. | T, T

B. Non-Standard Metering Service

| T

A charge of thirteen dollars and eighty-one cents (\$13.81) per event will be charged to disconnect or reconnect services requested during normal business hours. The reconnection request will be deemed to have occurred during normal business hours if the Customer or other authorized party requests reconnection and makes payment of all billing and fees at a Company authorized payment station by 4:30 PM of the same day that the request for reconnection is made.

| I, T
| T

A charge of fifteen dollars and three cents (\$15.03) will be charged to reconnect when the Customer or authorized party requests reconnection and makes payment of all billing amounts and fees at a Company authorized payment station between the hours of 4:30 PM and 7:00 PM. If full payment is made after 7:00 PM, reconnection that same day will be made only in cases of a Company-determined emergency.

| T

| T

Non-Sufficient Funds Charge

The Company shall charge a Non-Sufficient Funds Charge when payment by check or other payment device is not honored and returned by the Customer's financial institution, payor, holder or the holder's assignee for any reason other than bank error. The Non-Sufficient Funds Charge is fifteen dollars (\$15.00).

| T

Temporary Metered Service Connection

A charge for temporary service connection and meter installation will be made where distribution lines are readily available and the installation of additional poles and lines is not necessary to provide service to the Customer, as follows:

- One hundred twenty dollars and six cents (\$120.06) on each connection for residential construction.
- Greater of one hundred twenty dollars and six cents (\$120.06) or estimated Company net costs, on each connection for other temporary service.

| T

| T

Customer will be placed on appropriate Company rate schedule(s) for electric service.

| T

Where distribution lines are not readily available, or where additional poles or lines are necessary, charges will be derived based upon the Company's extension policies. Customer will be placed on appropriate Company rate schedule(s) for electric service.

Payment by Drawdraft and Levelized/Equal Payment

A one dollar (\$1.00) per month credit will be provided when Customer currently authorizes drawdraft payments at the due date for services rendered by Company and the drawdraft is honored for payment in full, and the Customer also has either levelized or equal payment of billing.

| D

Tampering Deterrent

A charge of fifty dollars (\$50.00) will be made to Customers in instances of tampering with Company's meter or equipment, bypassing the same, or in other instances of diversion. This charge shall be imposed for the detection and confirmation of tampering, interfering or theft of the Company's delivery of electric service. This fee shall be paid prior to reconnection of service.

Pulse Metering Installation/Interval Data Recorder Equipment)

A one-time charge of three hundred dollars (\$300) will be made to Customers for each installation of pulse metering/interval data recorder equipment. The Customer must enter into an agreement entitled Agreement and Terms and Conditions for Pulse Metering Installation. If the Customer is a participant in a load management program, the Customer must enter into an agreement entitled Agreement for Installation of Interval Data Recorder Equipment.

Meter Test Fee

A charge of eighty-five dollars and seventy cents (\$85.70) will be made each time a customer requests a meter test within four years of a meter test performed at Company's expense and the subsequent meter test finds that the meter registers within the accuracy standards established by ANSI. | I

Non-Standard Metering Fees

A customer receiving non-standard metering service shall be charged a one-time fee and a recurring monthly fee:

One-Time Charge for non-standard metering services

A one-time charge of two hundred dollars (\$200) will be made to customers who choose to receive electric services through a non-standard meter. | T, I

Monthly Charge for non-standard metering services

A charge of twenty-five dollars and ninety-three cents (\$25.93) will be made each month to customers who choose to receive electric services through a non-standard meter. | T, R

III. **DEFINITIONS**

- A. **Standard Metering Service** – Service associated with an Advanced Meter as described in PUCT Substantive Rules Applicable to Electric Service Providers.
- B. **Non-Standard Metering Service** – Service associated with a meter that does not function as an Advanced Meter.