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DOCKET NO. 56921

**APPLICATION OF SOUTHWESTERN § PUBLIC UTILITY COMMISSION
PUBLIC SERVICE COMPANY TO §
AMEND ITS INTERRUPTIBLE §
CREDIT OPTION TARIFF, AND FOR § OF TEXAS
APPROVAL OF A SOUTHWEST §
POWER POOL INTEGRATED §
MARKETPLACE DEMAND §
RESPONSE OPTION TARIFF AND §
AN OFF-PEAK ALTERNATE RIDER §**

**SOUTHWESTERN PUBLIC SERVICE COMPANY’S APPLICATION TO AMEND ITS
INTERRUPTIBLE CREDIT OPTION TARIFF AND FOR APPROVAL OF A
SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION TARIFF AND AN OFF-PEAK ALTERNATE RIDER**

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SOUTHWESTERN PUBLIC SERVICE COMPANY’S APPLICATION TO AMEND ITS INTERRUPTIBLE CREDIT OPTION TARIFF AND FOR APPROVAL OF A SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION TARIFF AND AN OFF-PEAK ALTERNATE RIDER

Southwestern Public Service Company (“SPS”) requests to amend its existing Interruptible Credit Option (“ICO”) Tariff, approval of a Southwest Power Pool Integrated Marketplace Demand Response Option Tariff (“SPP IM Tariff”) and approval an Off-Peak Alternate Rider. In support of this Application, SPS states:

I. Jurisdiction

SPS is a public utility as defined in § 11.004(1) of the Public Utility Regulatory Act (“PURA”)¹ and an electric utility as that term is defined in PURA § 31.002(6). The Public Utility Commission of Texas (“Commission”) has exclusive, original jurisdiction over this Application under PURA §§ 14.001, 32.001(a), and 36.001 for service to SPS customers in areas outside of municipalities and areas inside municipalities that have surrendered their jurisdiction to the Commission under PURA § 33.002. Concurrent with filing this Application, SPS is filing an application with all of the municipalities that retain exclusive original jurisdiction over SPS’s rates within their corporate limits under PURA § 33.001. SPS intends to appeal the actions of these municipalities to the Commission and to consolidate the appeals with this docket pursuant to the Commission’s appellate authority under PURA § 32.001(b).

¹ Public Utility Regulatory Act, Tex. Util. Code §§ 11.001-66.016.

II. Description of Application and Authorized Representatives

SPS, a New Mexico corporation, is a wholly-owned electric utility subsidiary of Xcel Energy Inc. (“Xcel Energy”).² SPS’s business address is 790 South Buchanan Street, Amarillo, Texas 79101. SPS serves retail electric customers in Texas and New Mexico, and also serves wholesale electric customers. SPS is a member of the Southwest Power Pool, Inc., which is a regional transmission organization. The Commission regulates SPS’s Texas retail operations. The New Mexico Public Regulation Commission regulates SPS’s New Mexico retail operations. FERC regulates SPS’s wholesale power sales and SPS’s transmission of electricity in interstate commerce.

SPS’s authorized representatives for this case are:

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² Xcel Energy is the parent company of four utility operating companies: Northern States Power Company, a Minnesota corporation; Northern States Power Company, a Wisconsin corporation; Public Service Company of Colorado, a Colorado corporation; and SPS. Xcel Energy’s natural gas pipeline company is WestGas InterState, Inc. Through a subsidiary, Xcel Energy Transmission Holding Company, LLC, Xcel Energy also owns three transmission-only operating companies: Xcel Energy Southwest Transmission Company, LLC; Xcel Energy Transmission Development Company, LLC; and Xcel Energy West Transmission Company, LLC, all of which are regulated by the Federal Energy Regulatory Commission (“FERC”).

SPS requests that all documents (e.g., motions, orders, discovery requests and discovery responses) be served on its authorized representatives.

III. Summary of SPS's Tariff Requests

SPS is currently forecasting a capacity shortfall in 2027 due to the heightened pace of load growth from oil and gas development, electrification of operations in the Permian Basin, and the influx of industries in SPS's service territory. SPS's capacity position also continues to be impacted by Southwest Power Pool's recent and expected changes to increase minimum planning reserve margin ("PRM") requirements and new rules regarding generation and demand response accreditation. The Southwest Power Pool's most recent increase to the minimum summer PRM is effective in the summer of 2026. The Southwest Power Pool has also established a winter PRM requirement and is expected to continue to evaluate and likely increase summer PRM requirements in the future.

To address SPS's near-term capacity needs, SPS has been actively pursuing supply-side and demand-side resources. In this Application, SPS is proposing to expand voluntary demand response options for customers by: (1) amending its existing ICO Tariff; (2) amending its existing Secondary General Service ("SG"), Primary General Service ("PG"), and Large General Service-Transmission ("LGST") tariffs to add the Off-Peak Alternate rider; and (3) adding a new SPP IM Tariff. SPS requests an effective date of October 18, 2024 for these tariffs.

First, SPS is proposing several changes to its ICO Tariff. SPS is seeking to remove the 200 megawatt cap on customer enrollment, allowing SPS to determine the enrollment limit based on its resource needs. Additionally, SPS clarifies that customers participating under the ICO Tariff cannot participate in other interruptible load programs, such as the Off-Peak Alternate Rider, the SPP IM Tariff, or the third-party aggregator program allowing their load to be interrupted by Southwest Power Pool. SPS is also proposing to add language to clarify that customers participating under the ICO Tariff bear the costs for any necessary modifications to the metering equipment. SPS is also seeking Commission approval of a standard ICO Tariff customer agreement ("ICO Tariff Customer Agreement").

Second, SPS is proposing to amend its SG, PG, and LGST tariffs to include an Off-Peak Alternate Rider, a new, optional service for eligible customers. Under this new rider, a

participating customer agrees that any power use during peak hours is interruptible by SPS without notice. Participating customers would pay a discounted generation capacity charge. SPS is also seeking Commission approval of a standard Off-Peak Alternate Rider customer agreement (“Off-Peak Alternate Rider Customer Agreement”).

Third, SPS is proposing a new SPP IM Tariff that would provide a new pilot interruptible program for SPS’s LGST customers. The SPP IM Tariff would allow participating customers to have SPS bid the customer’s load into the SPP IM as a demand response resource. If the customer’s bid is successful, the customer would be expected to interrupt its load during the hours requested by the Southwest Power Pool. SPS is also seeking Commission approval of a standard SPP IM Tariff customer agreement (“SPP IM Tariff Customer Agreement”).

IV. Supporting Documentation

In support of this Application, SPS has submitted pre-filed written testimony of two witnesses. SPS witness Richard Lain describes provides an overview of SPS’s future capacity needs and the proposed tariffs to address these needs, in part. SPS witness Wesley L. Berger will describe the technical aspects of the ICO Tariff, the Off-Peak Alternate Rider, and the SPP IM Tariff. With respect to the latter, Mr. Berger describes the Southwest Power Pool market generally, how the demand resources will be operated under the tariff, and the technical processes to be established to ensure the tariff functions as intended. The annotated tariffs are provided in Attachment C to this Application. Mr. Berger also describes the standard customer agreements between SPS and the participating customers to streamline the contract negotiation process. The ICO Tariff Customer Agreement, Off-Peak Alternate Rider Customer Agreement, and SPP IM Customer Agreement are provided in Attachment D to this Application.

SPS witness Richard Lain provides an overview of SPS’s near-term accredited capacity need, SPS’s portfolio approach to resource planning, the benefits of interruptible load programs, and how SPS’s ICO, Off-Peak Alternate Rider, and SPP IM programs seek to address SPS’s near-term capacity need in a cost-effective manner. Mr. Lain also describes the SPP IM Tariff’s credit sharing mechanism.

V. Affected Parties and Notice

SPS's customers taking service under the ICO Tariff will be affected by this Application. As explained above, the SPP IM Tariff and the Off-Peak Alternate Rider are new, voluntary offerings; therefore, no existing customers will be affected. For these reasons, under 16 Texas Administrative Code ("TAC") § 22.55, SPS proposes to provide notice of this filing: (1) to its customers taking service under the ICO Tariff, (2) by a one-time publication in newspapers of general circulation in SPS's service area, and (3) by filing applications with the municipalities retaining original jurisdiction, as described above in Section I. SPS's proposed form of notice is attached as Attachment A. SPS proposes an intervention deadline of October 7, 2024, which is 45 days following the filing of this Application.

VI. Confidentiality and Protective Order

SPS proposes to use the Commission's Standard Protective Order as the basis for the protective order in this docket. Thus, SPS requests that the Commission enter a protective order in the form attached to this Application as Attachment B and that, pending entry of the protective order, the parties treat the proposed protective order as a confidentiality agreement.

VII. Conclusion and Prayer for Relief

For the reasons set forth in this Application and the accompanying testimony and attachments, SPS requests that the Commission:

1. approve SPS's amended ICO Tariff;
2. approve SPS's proposed standard ICO Tariff Customer Agreement;
3. approve SPS's Off-Peak Alternate Rider to its SG, PG, LGST tariffs;
4. approve SPS's Off-Peak Alternate Rider Customer Agreement;
5. approve SPS's proposed SPP IM Tariff;
6. approve SPS's proposed SPP IM Tariff Customer Agreement;
7. approve SPS's proposed method and form of notice provided as Attachment A to this Application;
8. approve the proposed protective order provided as Attachment B to this Application; and

9. grant SPS such other relief to which SPS may be entitled.

Respectfully submitted,

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BY: /s/ JEFFREY B. STUART
ATTORNEYS FOR
SOUTHWESTERN PUBLIC SERVICE COMPANY

Certificate of Service

I certify that on August 23, 2024, this instrument was filed with the Public Utility Commission of Texas, and a true and correct copy of it was served electronically on Staff of the Public Utility Commission of Texas and the Office of Public Utility Counsel.

/s/ Scottie Agnew

Attachment A

Notice of New Rate Request

Public Notice of Filing by Southwestern Public Service Company, doing business as Xcel Energy, of Application to Amend its Interruptible Credit Option Tariff, and for Approval of a Southwest Power Pool Integrated Marketplace Demand Response Option Tariff and an Off-Peak Alternate Rider

On August 23, 2024, Southwestern Public Service Company (“SPS”), doing business as Xcel Energy, filed an application (“Application”) with the Public Utility Commission of Texas (“Commission”) and with each Texas municipality that has original jurisdiction over SPS’s electric rates, to amend its Interruptible Credit Option Tariff (“ICO Tariff”), for approval of a new, voluntary tariff referred to as the Southwest Power Pool Integrated Marketplace Demand Response Option Tariff (“SPP IM Tariff”), and for approval of a new, voluntary rider referred to as the Off-Peak Alternate Rider for eligible customers taking service under SPS’s Secondary General Service, Primary General Service, and Large General Service – Transmission Tariffs. SPS’s Application was assigned Docket No. 56921 and is styled *Application of Southwestern Public Service Company to Amend its Interruptible Credit Option Tariff, and for Approval of a Southwest Power Pool Integrated Marketplace Demand Response Option Tariff and an Off-Peak Alternate Rider*.

SPS’s ICO Tariff customers will be affected by the relief requested in this Application. SPS’s proposed SPP IM Tariff and Off-Peak Alternate Rider are new, voluntary programs available to eligible customers who elect to participate. Because these offerings are new and have not yet been approved by the Commission, they do not affect SPS’s current customers. SPS is requesting an effective date of October 18, 2024 for the tariffs.

Contact Information

Persons with questions or who want more information on this petition may contact SPS at 790 S. Buchanan St., Amarillo, Texas 79101, or call 1-800-895-4999 during normal business hours. A complete copy of this Application is available for inspection at the address listed in the previous sentence.

Persons who wish to intervene in or comment upon these proceedings should notify the Commission as soon as possible, as an intervention deadline will be imposed. The deadline for intervention in the proceeding is 45 days after the date the Application was filed with the Commission, which makes the intervention deadline Friday, October 7, 2024. A request to intervene or for further information should refer to Docket No. 56921. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information also may be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention or comments on the Application is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address (and/or fax number if available) on the intervention request. Instructions for electronic filings via the “PUC Filer” on the Commission’s website can be found at: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at: http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission’s Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

Attachment B

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PROTECTIVE ORDER

This Protective Order governs the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any other party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials.** Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face “PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. 56921” (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.
2. **Materials Excluded from Protected Materials Designation.** Protected Materials must not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the

Public Information Act.³ Protected Materials also must not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.

3. **Reviewing Party.** For the purposes of this Protective Order, a “Reviewing Party” is any party to this docket.
4. **Procedures for Designation of Protected Materials.** On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party is required to file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party’s claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.
5. **Persons Permitted Access to Protected Materials.** Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its “Reviewing Representatives” who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff must be informed of the existence and coverage of this Protective Order and will observe the restrictions of the Protective Order.

³ Tex. Gov’t Code Ann. § 552.001-.353 (West 2012 & Supp. 2017).

6. **Highly Sensitive Protected Material Described.** The term “Highly Sensitive Protected Materials” is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such documents or information or providing access to such documents to employees of the Reviewing Party (except as specified herein) would expose a producing party to unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act;⁴ (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party must bear the designation “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. 56921 (or words to this effect) and must be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party’s designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

⁴ Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-58.302 (West 2016 & Supp. 2017), §§ 59.001-66.016 (West 2007 & Supp. 2017) (PURA).

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material.**

Except as expressly provided herein, only one copy may be made of any Highly Sensitive Protected Materials except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party is required to maintain a record of all copies made of Highly Sensitive Protected Material and must send a duplicate of the record to the producing party when the copy or copies are made. The record must specify the location and the person possessing the copy. Highly Sensitive Protected Material must be made available for inspection only at the location or locations provided by the producing party, except as specified by Paragraph 9. Limited notes may be made of Highly Sensitive Protected Materials, and such notes must themselves be treated as Highly Sensitive Protected Materials unless such notes are limited to a description of the document and a general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material.**

With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPUC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are (a) outside counsel for the Reviewing Party, (b) outside consultants for the Reviewing Party working under the direction of Reviewing Party's counsel, or (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party must limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPUC, for the purpose of access to Highly Sensitive Protected Materials, must consist of their respective counsel of record in this proceeding and associated attorneys,

paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material.** A producing party is required to provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein do not apply to Commission Staff, OPUC, and the OAG when the OAG is representing a party to the proceeding.
10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPUC, and the OAG and Control in the Event of Conflict.** The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPUC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs control.
11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPUC and the OAG.** When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party is required to also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff, OPUC (if OPUC is a party), and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPUC (if OPUC is a party), and the OAG (if the OAG is representing a party) at the designated

office in Austin, Texas. The Commission Staff, OPUC (if OPUC is a party) and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.

12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants.** The Commission Staff, OPUC (if OPUC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification specified by Paragraph 15. After obtaining the agreement of the producing party, Commission Staff, OPUC (if OPUC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.
13. **Restriction on Copying by Commission Staff, OPUC and the OAG.** Except as allowed by Paragraph 7, Commission Staff, OPUC and the OAG may not make additional copies of the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPUC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.
14. **Public Information Requests.** In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPUC, or the OAG may furnish a copy of the requested Highly Sensitive Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.

15. **Required Certification.** Each person who inspects the Protected Materials must, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPUC will be used only for the purpose of the proceeding in Docket No. 56921. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated herein must not apply.

In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order must, before inspection of such material, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party is required to provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding.** Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification must be executed prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such

material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person must be terminated and all notes, memoranda, or other information derived from the protected material must either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification is required to continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.

17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials.** Except for Highly Sensitive Protected Materials, which must be provided to the Reviewing Parties under Paragraph 9, and voluminous Protected Materials, the producing party is required to provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may make further copies of Protected Materials for use in this proceeding according to this Protective Order, but a record must be maintained as to the documents reproduced and the number of copies made, and upon request the Reviewing Party is required to provide the party asserting confidentiality with a copy of that record.
18. **Procedures Regarding Voluminous Protected Materials.** 16 Texas Administrative Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.
19. **Reviewing Period Defined.** The Protected Materials may be reviewed only during the Reviewing Period, which will commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period will

reopen if the Commission regains jurisdiction due to a remand as provided by law. Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.

20. **Procedures for Making Copies of Voluminous Protected Materials.** Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.
21. **Protected Materials to be Used Solely for the Purposes of These Proceedings.** All Protected Materials must be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPUC.
22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and must not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials must be maintained in a secure place and must not be placed in the public or general files of the Reviewing Party

except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to insure that the Protected Materials including notes and analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.

23. **Procedures for Submission of Protected Materials.** If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief, motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission must be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents must be marked "PROTECTED MATERIAL" and must be filed under seal with the presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) must notify the party which provided the information within sufficient time so that the producing party may seek a temporary sealing order; and (b) must otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.
24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order Holding Materials are not Protected Materials.** In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials will nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a

deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials must be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality nor any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.

25. **Notice of Intent to Use Protected Materials or Change Materials Designation.** Parties intending to use Protected Materials must notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. 56921 at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such information or material has entered the public domain, such Reviewing Party must first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party will at any time be able to file a written motion to challenge the designation of information as Protected Materials.
26. **Procedures to Contest Disclosure or Change in Designation.** In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality must file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period will be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response must include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and,

without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it must do so no later than five (5) working days after the party challenging confidentiality has made its written filing.

27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation.** If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a prehearing conference. The burden is on the party asserting confidentiality to show that such proposed disclosure or change in designation should not be made. If the presiding officer determines that such proposed disclosure or change in designation should be made, disclosure must not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.
28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders.** Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation will have a period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All

Protected Materials must be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ruling of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.

29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable.** Nothing in this Protective Order precludes any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.
30. **Protection of Materials from Unauthorized Disclosure.** All notices, applications, responses or other correspondence must be made in a manner which protects Protected Materials from unauthorized disclosure.
31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials.** Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge, information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the “conclusion

of these proceedings” is extended by the remand to the exhaustion of available appeals of the remand, or the running of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph prohibits counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel will remain subject to the provisions of this Protective Order.

32. **Applicability of Other Law.** This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,⁵ the Texas Securities Act⁶ and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible under those acts, prior to disclosure pursuant to those acts. Such notice is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

33. **Procedures for Release of Information under Order.** If required by order of a governmental or judicial body, the Reviewing Party may release to such body the confidential information required by such order; provided, however, that: (a) the Reviewing Party must notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party must notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party must use its best efforts to prevent such materials from being disclosed to the public. The terms of this

⁵ Tex. Gov't Code Ann. § 551.001-.146 (West 2017 & Supp. 2017).

⁶ Tex. Rev. Civ. Stat. Ann. arts. 581-1 to 581-43 (West 2010 & Supp. 2016).

Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

34. **Best Efforts Defined.** The term “best efforts” as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of §552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.
35. **Notify Defined.** “Notify” for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, or OPUC may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.

36. **Requests for Non-Disclosure.** If the producing party asserts that the requested information should not be disclosed at all, or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party must tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party is required to file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party must serve a copy of the information under the classification of Highly Sensitive Protected Material to all parties requesting the information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party's argument for non-disclosure must do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer will stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation.** If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.
38. **Modification of Protective Order.** Each party will have the right to seek changes in this Protective Order as appropriate from the presiding officer.
39. **Breach of Protective Order.** In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, will be entitled to an injunction against such breach without any

requirements to post bond as a condition of such relief. The producing party will not be relieved of proof of any element required to establish the right to injunctive relief. In addition to injunctive relief, the producing party will be entitled to pursue any other form of relief to which it is entitled.

ATTACHMENT A to Protective Order

Protective Order Certification

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPUC will be used only for the purpose of the proceeding in Docket No. 56921. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here will not apply.

Signature

Party Represented

Printed Name

Date

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

Signature

Party Represented

Printed Name

Date

ATTACHMENT B to Protective Order

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Protected Materials and/or Highly Sensitive Protected Materials

Signature

Party Represented

Printed Name

Date

Attachment C – Clean Tariffs

IV-1, Rev. 144 – Table of Schedule Revision

IV-177, Rev. 7 – Interruptible Credit Option

IV-18, Rev. 24 – Secondary General Service (Off-Peak Alternate Rider, page 1)

IV-108, Rev. 16 – Large General Service – Transmission (Off-Peak Alternate Rider, page 2)

IV-173, Rev. 13 – Primary General Service (Off-Peak Alternate Rider, page 1)

IV-232, Org. – Southwest Power Pool Integrated Marketplace Demand Response Option

ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-3	23	Residential Service	Texas service territory
IV-18	24	Secondary General Service	Texas service territory
IV-56	18	Service Agreement Summary Bishop Hills Property Owners	Potter County
IV-61	17	Service Agreement Summary Canadian River Municipal Water Authorities	Potter, Carson, Roberts & Hutchison Counties
IV-65	21	Guard Lighting Service	Texas service territory
IV-69	56	Fuel Cost Recovery Factor	Applicable to rate schedules where indicated
IV-77	11	Electric Service to a Qualifying Facility of Aggregate Generation Capacity of 100 K W or Less	Texas service territory
IV-86	13	Energy Purchase from a Qualifying Facility of Aggregate Generating Capacity of 100 K W Or Less	Texas service territory



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Sheet No.	Revision No.	Type of Service	Territory
IV-91	19	Municipal and State Street Lighting Service	Texas service territory
IV-98	15	Miscellaneous Service Charge	Texas service territory
IV-108	16	Large General Service Transmission	Texas service territory
IV-109	16	Service Agreement Summary WRB Refining L.P.	WRB Refining L.P. Refinery & Chemical Complex near Borger
IV-117	4	Avoided Energy Cost Non-Firm Purchases from Qualifying Facilities	Texas service territory
IV-118	12	Flood Light Systems	Texas service territory
IV-144	6	Service Agreement Summary Highway Sign Lighting	Amarillo
IV-150	10	Restricted Outdoor Lighting Service	Former TNP Panhandle service territory
IV-152	2	State University Discount Rate Rider	Texas service territory

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Sheet No.	Revision No.	Type of Service	Territory
IV-159	6	Distributed Generation Interconnection	Texas service territory
IV-172	11	Small General Service	Texas service territory
IV-173	13	Primary General Service	Texas service territory
IV-174	11	Small Municipal and School Service	Texas service territory
IV-175	12	Large Municipal Service	Texas service territory
IV-177	7	Interruptible Credit Option	Texas service territory
IV-179	11	Primary QF Standby Service	Texas service territory
IV-180	11	Secondary QF Standby Service	Texas service territory
IV-181	11	Transmission QF Standby Service	Texas service territory
IV-182	12	Large School Service	Texas service territory
IV-183	11	Transmission QF Non-Firm Standby Service	Texas service territory



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Sheet No.	Revision No.	Type of Service	Territory
IV-188	3	Residential Controlled Air Conditioning and Water Heater Rider	Texas service territory
IV-189	3	Commercial and Industrial Controlled Air Conditioning Rider	Texas service territory
IV-192	1	Municipal Franchise Fee	Texas service territory
IV-193	2	Peak Day Partner	Texas service territory
IV-194	2	Interruptible Credit Option (Summer Only)	Texas service territory
IV-195	11	Energy Efficiency Cost Recovery Rider	Texas service territory
IV-204	Orig.	Discount for Veterans Severely Burned in Combat	Texas service territory
IV-205	4	SG/PG Time of Use	Texas service territory
IV-206	4	SG/PG Low Load Factor	Texas service territory
IV-219	Rev. 3	PCF Rider	Texas service territory



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Sheet No.	Revision No.	Type of Service	Territory
IV-223	Orig.	DOCKET NO. 49831 Base Rate True-Up	Texas service territory
IV-224	1	Advanced Metering System Cost Surcharge	Texas service territory
IV-225	1	2022 Fuel Surcharge Rider	Texas service territory
IV-227	Orig.	2022 Fuel Cost Rider	Texas service territory
IV-228	Orig.	Docket No. 51802 Base Rate True-Up	Texas service territory
IV-229	Orig.	Deferred Expense Rider	Texas service territory
IV-230	Orig.	Fall 2022 Fuel Surcharge Rider	Texas service territory
IV-231	Orig.	Distribution Cost Recovery Factor	Texas service territory
IV-232	Orig.	Southwest Power Pool Integrated Marketplace Demand Response Option	Texas service territory
IV-233			
IV-234			

REGIONAL VICE PRESIDENT REGULATORY & PRICING

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IV-235	Orig.	Base Rate Surcharge	Texas service territory
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PRICING**

ELECTRIC TARIFF

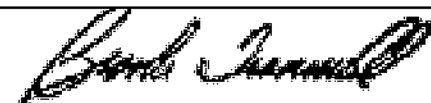
INTERRUPTIBLE CREDIT OPTION

AVAILABILITY: Available as an optional, interruptible service for Customers who receive electric service under Company's Large General Service Transmission, Primary General Service, and Secondary General Service rate schedules. Not available to Customers who receive electric service under Company's standby service rate schedules. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or contract with a third-party aggregator program in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Availability for participation is up to the discretion of the Company based on total Contract Interruptible Load (CIL) of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations.

APPLICABILITY:

Optional service under this tariff is applicable to a Customer under the following conditions:

- (1) Customer's CIL to be used in calculating the Monthly Credit is 300 kilowatts (kW) or greater; and
- (2) Customer achieved an Interruptible Demand of at least 300 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 300 kW during each of the four summer peak season months of June, July, August, and September in the coming season; and
- (3) Customer and Company have executed an Interruptible Credit Option Agreement (Agreement) that specifies the Contract Firm Demand, Number of Interruptible Hours, the Service Options elected by Customer, as described under CUSTOMER SPECIFIED TERMS AND CONDITIONS in this tariff, and Customer specific data necessary for Company to calculate Customer's Monthly Credit Rate (MCR).



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TARIFF TERMINATION AND CHANGE:

This tariff and the Agreement shall be deemed to be modified to conform to any changes or revisions approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change, including cancellation or termination of this option. Changes in the Customer's MCR will take effect in the billing month following the effective date of a change in this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

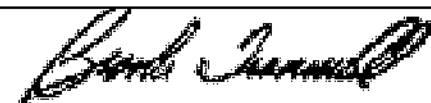
TERM OF AGREEMENT, SERVICE PERIODS, AND TERMINATION OF AGREEMENT BY CUSTOMER:

Service Periods under this tariff normally will begin on January 1 and continue for one calendar year. Customer may enter into an Agreement at any time during the calendar year; however, if Customer enters into the Agreement after March 1 of any year, the first Service Period under this tariff will begin at the start of the following calendar year. If Customer enters into the Agreement prior to March 1 of any year, the first Service Period will begin on the first day of the following month and will consist of the remainder of that calendar year.

At any time during the first Service Period under this rate schedule, Customer may opt to cancel the Agreement by returning all Monthly Credits paid by Company up until the date of cancellation. No additional payment will be assessed. Economic buy-through payments made by Customer and Economic buy-through penalty charges shall not be refunded by Company. Capacity Interruption penalties shall be refunded.

If reliability constraints are identified by adding a Customer to the system or by terminating their agreement to participate, the Customer may be required to participate and will not be eligible to opt out or terminate. Any such limitation would be specified in the contract for service.

Any Customer who otherwise terminates the Agreement prior to the end of its term shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term. In addition, Customer shall reimburse the Company for



**REGIONAL VICE PRESIDENT REGULATORY &
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INTERRUPTIBLE CREDIT OPTION

the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT:

A Customer taking service under this tariff is required to reduce its load to the level of the Contract Firm Demand specified in the Agreement when Company schedules an interruption pursuant to the terms and conditions specified herein, or the appropriate penalties will be enforced. Company shall have the right to interrupt Customer's available interruptible load for the total Number of Interruptible Hours (Ha) specified in the Agreement.

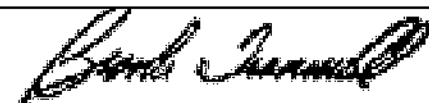
CUSTOMER SPECIFIED TERMS, CONDITIONS, AND SERVICE OPTIONS :

Contract Firm Demand - that portion of Customer's total load that is not subject to interruptions by Company, as specified in the Agreement.. The Contract Firm Demand of an existing Customer taking service under this tariff may not be changed unless approved by Company.

Number of Interruptible Hours (Ha) - the number of hours in the Year that each Customer elects as interruptible as set forth in the Agreement. The options are: 40 hours, 80 hours, or 160 hours annually.

Four (4) Hour Minimum / Waiver of Four (4) Hour Minimum - an interruption shall be a minimum of four (4) hours in duration. In the Agreement, however, Customer may elect to waive the 4 hour minimum, in which case, the interruption may be less than 4 hours in duration. The duration of any interruption shall not be less than one hour. The Company retains sole discretion to determine the duration of the interruptions that it requires from such Customers that have waived the four (4) hour minimum duration.

One Hour Notice / No Notice Option - Company shall provide notice a minimum of one hour prior to the start of the interruption. In the Agreement, however, Customer may allow Company to interrupt Customer's load without providing prior notice of the interruption.



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INTERRUPTIBLE CREDIT OPTION

ECONOMIC INTERRUPTION:

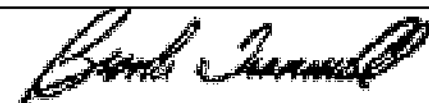
Company shall have the right to call an Economic Interruption for one or more Customers once per day when Company determines, in its sole discretion, that calling an interruption will lower its overall system costs when compared to what the overall system cost would be in the absence of the interruption. The duration of any Economic Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum and, in such case, the duration shall not be less than one hour. Company will provide notice at least one hour prior to an Economic Interruption.

BUY-THROUGH - ECONOMIC INTERRUPTION:

Once Company has called an Economic Interruption, Company will provide Customer, via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of Company's best estimate of the buy-through price. The estimated buy-through price for each hour shall also be made available on the ICO web site, log-on information for which will be provided in the Agreement. Customers must notify Company forty-five (45) minutes prior to the start of an Economic Interruption if they elect to buy-through all or a portion of their available interruptible load by logging into the ICO Web Site and indicating their buy-through request for each hour of the Economic Interruption period.

The buy-through price shall be calculated using the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for the energy used to serve Customer(s) who elected to buy-through in each buy-through hour.

If Customer elects to buy-through the Economic Interruption, it must continue to buy-through all hours of the interruption period unless Company provides notice to Customer of an updated buy-through price for any hour of the interruption that exceeds the original estimated buy-through price for the hour in question, whereupon Customer that elected initially to buy-through the Economic Interruption will have 15 minutes after being provided notice of the updated estimated price to advise the Company that such Customer desires to be interrupted at the start of the next hour. Once Customer chooses to interrupt, Customer will be interrupted for the remainder of the interruption period, as determined by the Company.



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INTERRUPTIBLE CREDIT OPTION

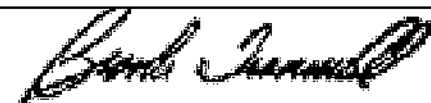
If Company chooses to extend an Economic Interruption from the original notification, all ICO Customers affected by the Economic Interruption will be provided notice of the opportunity to buy-through or interrupt for the duration of the Economic Interruption extension period. Economic Interruption extensions may be less than four hours in duration.

Customer may provide advance election to buy-through up to a specified price. Such election shall be made no later than the last business day prior to the first day of the month to which the election will apply, and shall be delivered to Customer's service representative by electronic mail as provided in Customer's Agreement. Any Customer with a standing buy-through order shall have the option, up to 45 minutes before the start of an event, to advise Company that it desires to be interrupted. Further, in the event that the buy-through price exceeds the Customer-specified price, Customer may nevertheless elect to buy-through the interruption by providing the Company with the required notice within 45 minutes.

CAPACITY INTERRUPTION:

Company shall have the right to call a Capacity Interruption for one or more Customers at any time when Company believes, in its sole discretion, that generation or transmission capacity is not sufficiently available to serve its firm load obligations, other than obligations to make intra-day energy sales. Capacity Interruptions will typically be called when the Company forecasts or, on shorter notice, has presently scheduled all available energy resources that are not held back for other contingency or reserve purposes, to be online generating to serve obligation loads. The Capacity Interruption may be activated to enable the Company to ensure adequate capability above firm system demand to provide for such things as load forecasting error, equipment forced outages and local area protection. A Capacity Interruption may be called to relieve transmission facility overloads, relieve transmission under voltage conditions, prevent system instability, relieve a system under frequency condition, shed load if SPS is directed to shed load by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, and respond to other transmission system emergencies.

The duration of any Capacity Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted for any Customer, if the Customer has less than four hours remaining of its Number of Interruptible Hours.



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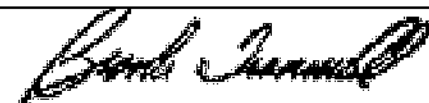
CONTINGENCY INTERRUPTION: Company shall have the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company, or requested by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards.

The duration of any Contingency Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted if Customer has less than four hours of interruption available to use the remaining hours.

FAILURE TO INTERRUPT

Economic Interruption - In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt but did not interrupt. The failure-to-interrupt charge shall be equal to the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for power during the Economic Interruption plus \$0.003 per kWh, as determined by the Company after the fact. The charge will only apply to the portion of the load Customer fails to interrupt.

Capacity or Contingency Interruption - In the event Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit rate times the maximum 30 minute demand recorded during the event for all demand that Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled by the Company, Customer shall not be eligible for service under this tariff for a minimum of one year, and Customer will not be liable for the payment of 110% times the Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term, as previously specified under term of



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INTERRUPTIBLE CREDIT OPTION

agreement, service periods, and termination of agreement by customer. For determining compliance during a Capacity or Contingency Interruption, the first and last fifteen-minute interval of each event shall not be considered. If Customer's violation is less than 60 minutes in duration, not including the first and last control period intervals, then Customer's penalty shall be: (1) reduced by 75% if the violation is 15 minutes or shorter; (2) reduced by 50% if the violation is 16 to 30 minutes in duration; and (3) reduced by 25% if the violation is 31 to 59 minutes in duration. This provision does not apply to Economic Interruptions.

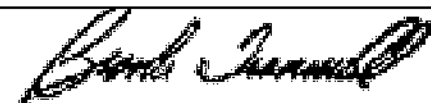
If Customer is a No Notice Option Customer and Company controls Customer's load through the operation of a Company installed, operated, and owned disconnect switch, in the event that Customer violates a Capacity or Contingency Interruption, Customer shall not be penalized unless evidence of tampering or bypassing the direct load control of Company is shown.

In the event that Company issues a Capacity or Contingency Interruption during a time in which the Customer's phone line is not working, the above described penalties shall apply if Customer fails to comply with the interruption.

BILLING AND MONTHLY CREDIT:

A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Company shall apply a Monthly Credit to Customer's monthly bill, pursuant to the terms and conditions specified herein.

The Customer's Monthly Credit shall be calculated by multiplying the applicable Monthly Credit Rate (MCR), by the lesser of the Customer's CIL, or the actual Interruptible Demand, during the billing month. The MCR is determined using the applicable capacity credit in the table below multiplied by the planning reserve margin and multiplied by the applicable Service Level adjustment.



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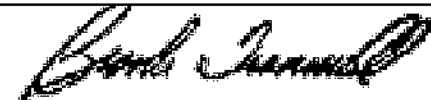
ELECTRIC TARIFF
INTERRUPTIBLE CREDIT OPTION
Monthly Credit Rate (MCR)

Ha	ONE HOUR NOTICE OPTION		NO NOTICE OPTION	
	WINTER PER KW MONTH CREDIT	SUMMER PER KW MONTH CREDIT	WINTER PER KW MONTH CREDIT	SUMMER PER KW MONTH CREDIT
40	\$1.62	\$2.31	\$2.17	\$3.09
80	\$2.68	\$3.80	\$3.59	\$5.09
160	\$4.06	\$5.76	\$5.43	\$7.72

Planning Reserve Margin Adjustment – 1.15
 Service Level Adjustment

SERVICE LEVEL	ADJUSTMENT
Backbone Transmission (115kV+)	1.020504
Sub-Transmission (69 kV)	1.026426
Primary Distribution	1.109977
Secondary Distribution	1.136331

Contract Interruptible Load (CIL) - Customer's CIL is the median of Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year, less the Contract Firm Demand, if any. If Customer has no history in the prior year or Customer anticipates that its CIL for the upcoming year will exceed the prior year's CIL by one hundred (100) kW or more, at Customer's request, Company may, in its sole discretion, estimate the CIL. In extraordinary circumstances, Company may



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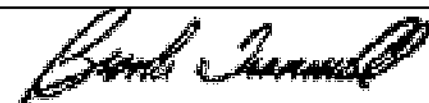
INTERRUPTIBLE CREDIT OPTION

calculate CIL using load data from the year prior to the year normally used to calculate the CIL, if Customer has shown that, due to extraordinary circumstances, the load data that would normally be used to calculate its CIL is less representative of what Customer's load is likely to be in the upcoming year. For existing Customers, Company shall calculate Customer's CIL to be used in the upcoming year by December 31st of the current year. If the Company determines that Customer's CIL to be used in the upcoming year is less than 300 kW, then the Agreement shall terminate at the end of the current year. If the Company determines that the combined CIL of all existing Customers to be used in the upcoming year exceeds 85MW in 2023, 200 MW in 2024 and 200 MW in 2025, then those existing Customers whose CIL is greater than the prior year's CIL may be required to reduce their CIL (by increasing their Contract Firm Demand) proportionally, so that total CIL does not exceed the MW maximum listed above.

Interruptible Demand –Customer's Interruptible Demand is the maximum thirty (30) minute integrated kW demand, determined by meter measurement, that is used during the month, less the Contract Firm Demand, if any, but not less than zero. Interruptible Demand is measured between the hours of 12:00 noon to 8:00 p.m. Monday through Friday, excluding federal holidays.

Application of Monthly Credit - the Monthly Credit shall be applied to Customer's monthly bill beginning in January if the Agreement was executed prior to that January. If the Agreement is executed between January 1 and May 1, to be effective in that year, the Monthly Credit will begin in the month following the month in which service begins. If the Agreement is executed after May 1, the Monthly Credit will begin in January of the following year. In the event that Customer's CIL is estimated, the Monthly Credit applicable to the estimated CIL will be applied to Customer's December bill, after the CIL calculation is completed for that year. For Customers with no history, the entire accumulated Monthly Credit will be credited to the December bill. For Customers with history, but who estimate an increase, accumulated credits attributable to the estimated increase in the CIL will be credited to the December bill and credits attributable to the actual CIL will be credited monthly.

METERING: Customer must have metering equipment at the Point of Delivery capable of participating in the Interruptible Credit Option program. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.



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INTERRUPTIBLE CREDIT OPTION

PHONE LINE REQUIREMENTS: Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include, but are not limited to, a dedicated analog phone line to the meter location. The communication path must be installed and working before Customer may begin taking service under this rate schedule.

In the event that the Company issues a Capacity or Contingency interruption during a time in which Customer's phone line is not working, the penalties detailed in the section of this tariff titled FAILURE TO INTERRUPT – Capacity and Contingency Interruptions, shall apply if Customer fails to comply with the interruption.

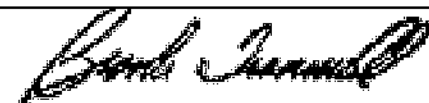
COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS:

A No Notice Option Customer must install and maintain a Company specified dedicated phone line to the meter location. In addition, a No Notice Option Customer must also pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information. The communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS (cont.):

A No Notice Option Customer shall either:

- (i) utilize its own Energy Management System (EMS) automated intelligent equipment to reduce load down to the Contract Firm Demand level when requested by Company. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense. Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within a time period to be specified in the Agreement. A \$1,000 non-refundable contribution is required to perform the engineering and design work required to determine the costs associated with purchasing and installing the RTU;



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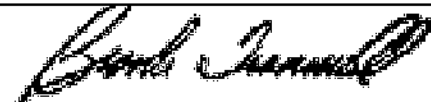
or

- (ii) utilize a Company owned and operated switch to remove Customer's entire load during a Capacity or Contingency Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

A No Notice Option Customer shall submit to equipment testing at least once per year at Company's discretion, provided no other Capacity or Contingency events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU. Equipment testing may last less than the four-hour duration and may not count toward Customer's Number of Interruptible Hours.

TAMPERING:

If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may terminate Customer's Agreement, or remove Customer from the No Notice Option and place Customer on the One Hour Notice Option rate for a minimum one-year period. The Customer's credits will be adjusted accordingly. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the investigation of the device tampering. Customer shall also pay 50% of the expected annual credit rate, times the maximum 30 minute demand recorded during the interruption event for all demand Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company



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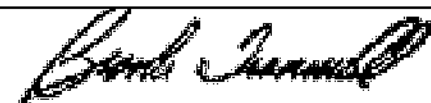
ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

will verify installation has been corrected before Customer is permitted to participate in the program again.

LIMITATION OF LIABILITY:

Customers who elect to take service under this tariff agree to indemnify and save harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under this tariff or from the operation of the interruption signal and switching equipment.



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ELECTRIC TARIFF

SECONDARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at secondary voltage, or at 2.4 kV or higher, but less than 69 kV, where customer requires additional Company owned transformation facilities from the available primary voltage, at a single Point of Delivery and measured through approved electrical metering determined by the Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 10 kW of demand.

Each year, Company will review the demand of all Customers receiving service under this tariff. If the average of Customer's twelve-monthly demands in the immediately preceding calendar year does not exceed 10 kW, then Customer is not eligible to continue receiving service under this tariff.

Not applicable to standby, supplementary, resale or shared service. Also, not applicable for service to oil and natural gas production Customers, except where customer cannot take service under Primary General Service rate due to the requirement of additional Company owned transformation facilities from the available primary voltage.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$33.13 per month
Energy Charge: \$0.010016 per kWh for all kWh used during the month

Demand Charge:
\$22.35 per kW of demand used per month during each summer month
\$18.62 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party



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SECONDARY GENERAL SERVICE

aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$16.20/ kW-Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$33.13 per month
Transmission & Distribution Capacity Charge – Summer:	\$12.13 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$10.51 / kW Month
Generation Capacity Charge – Summer:	\$2.53 / kW Month
Generation Capacity Charge – Winter:	\$2.01 / kW Month
Energy Charge: for all kWh used during the month	\$0.010016 per kWh

DEMAND: Company will furnish, at Company's expense, the necessary metering equipment to measure the Customer's kW demand for the 30-minute period of greatest use during the month. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.



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SECONDARY GENERAL SERVICE

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon: Power Factor Adjustment Charge = Demand charge x ((0.95 ÷ customer's power factor x kW demand) – kW demand)

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: A-C; 60 hertz; single or three-phase, at one available standard secondary voltage.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas. A Contract may be required by the Company to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.



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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

APPLICABILITY: Under contract to all commercial and industrial electric service supplied at transmission level voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage of 69 kV or higher is adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

OUTSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.007054 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per kW of demand used per month during each winter month

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.006690 per kWh for all kWh used during the month

Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
\$ 12.25 per kW of demand used per month during each winter month

INSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.008752 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per Kw of demand used per month during each winter month



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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.008719 per kWh for all kWh used during the month

Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
\$ 12.25 per kW of demand used per month during each winter month

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$14.55/kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30, and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.



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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge:	\$2,272.00 per month
Transmission & Distribution Capacity Charge – Summer:	\$6.90 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$4.85 / kW Month
Generation Capacity Charge – Summer:	\$2.70 / kW Month
Generation Capacity Charge – Winter:	\$1.90 / kW Month
Energy Charge: for all kWh used during the month	\$0.007054 per kWh

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge:	\$2,272.00 per month
Transmission & Distribution Capacity Charge – Summer:	\$6.63 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$4.66 / kW Month
Generation Capacity Charge – Summer:	\$2.63 / kW Month
Generation Capacity Charge – Winter:	\$1.80 / kW Month
Energy Charge: for all kWh used during the month	\$0.006690 per kWh

APPLICABLE TO BOTH INSIDE AND OUTSIDE CITY LIMITS

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

DETERMINATION OF DEMAND: The kW determined from Company's demand meter for the 30-minute period of Customer's greatest kW use during the month, but not less than 70 percent of the highest demand established in the preceding eleven months.

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers



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LARGE GENERAL SERVICE - TRANSMISSION

with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

Power Factor Adjustment Charge = Demand charge x ((0.95 ÷ customer's power factor x kW demand) – kW demand)

LOSS ADJUSTMENT: Meter readings used for billing shall be increased to include transformation losses when a meter is installed on the secondary side of any voltage transformation under 69 kV made on Customer's side of the point of service.

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: Three phase, 60 hertz, supplied to the entire premises at approximately 69 kV or above.

LINE EXTENSIONS: All cost of equipment, supplies, and labor related to the installation of facilities necessary to make service available shall be paid by Customer in advance. No transformation will be made by Company at the point of service unless agreed to by Company.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied pursuant to this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas and to the terms and conditions of any special contract service between Company and Customer that are not in conflict herewith.

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by the Company.



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LARGE GENERAL SERVICE - TRANSMISSION

115 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by Company.

SUBSTATION LEASE: Company reserves the option to lease substation facilities. If the substation facilities to be leased serve a single Customer, that Customer must lease 100% of the facilities. If the substation facilities to be leased serve multiple Customers, Company will determine a percentage of the substation capacity to be leased to the lessee, but no less than 4000 KVA of substation capacity will be leased to a single Customer. The monthly lease charge will be two percent of the net reproduction costs of the leased facilities, calculated as of the commencement of the lease, and shall be paid by Customer to Company along with the monthly invoice for

SUBSTATION LEASE (cont.):

electric service. Company reserves the right to increase the monthly substation lease charge whenever Company spends more than \$100,000 in repairs, replacements, or upgrades to the leased substation facilities in any consecutive twelve month period during the term of the lease. The minimum lease term shall be 120 months and shall continue month to month thereafter until the lease agreement is terminated. The lease agreement may be terminated by Customer with at least six months prior written notice to Company. If Customer terminates the lease without giving Company six months prior written notice or (2) earlier than 120 months from the commencement of the lease, the following termination penalty shall apply:

Customer shall pay a lease termination penalty of the net present value, using a rate of 7.49 percent applied to the sum calculated as follows:

1. If Customer has made 120 or more monthly lease payments, the sum shall be six times the monthly lease payment.
2. If Customer has made less than 120 monthly lease payments, the sum will be 120, less the number of monthly lease payments made (but no less than six), times the monthly lease payment.



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ELECTRIC TARIFF

PRIMARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at the available primary voltage of 2.4kV or higher but less than 69 kV, without requiring additional Company owned transformation facilities, at a single Point of Delivery measured through approved electrical metering determined by Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$76.13 per month

Energy Charge: \$0.007731 per kWh for all kWh used during the month

Demand Charge: \$19.88 per kW of demand used per month during each summer month
\$16.57 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge



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ELECTRIC TARIFF

PRIMARY GENERAL SERVICE

penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$15.83/ kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$76.13 per month
Transmission & Distribution Capacity Charge – Summer:	\$10.98 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$9.53 / kW Month
Generation Capacity Charge – Summer:	\$2.25 / kW Month
Generation Capacity Charge – Winter:	\$1.80 / kW Month
Energy Charge: for all kWh used during the month	\$0.007731 per kWh

DETERMINATION OF DEMAND: The kW determined from Company’s demand meter for the 30-minute period of Customer’s greatest kW use during the month.

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

$$\text{Power Factor Adjustment Charge} = \text{Demand charge} \times ((0.95 \div \text{customer's power factor} \times \text{kW demand}) - \text{kW demand}).$$

LOSS ADJUSTMENT: Meter readings used for billing shall be increased by 2.72% for kW and 1.73% for kWh to account for line and transformation losses when Customer’s load is metered at a secondary voltage.



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PRIMARY GENERAL SERVICE

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments

CHARACTER OF SERVICE: A-C; 60 hertz; single or three phase at Company's available primary voltage that is 2.4 kV or higher but less than 69 kV.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy, and no transformation will be made by Company at the Point of Delivery.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas. Company may require a Contract to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.



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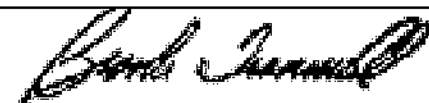
ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

AVAILABILITY: Available as an interruptible service program for Customers who receive electric service under the Company's Large General Service Transmission Tariff. Not applicable for Customers who receive electric service from the Company under a standby service rate schedule. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation.

APPLICABILITY: Service under this rate schedule is applicable to a Customer under the following conditions:

- (1) Customer's Southwest Power Pool (SPP) Interruptible Demand to be used is 300 kilowatts (kW) or greater per premise; and
- (2) Customer's load is not registered as a critical load;
- (3) Customer and Company have executed an SPP Integrated Marketplace Interruptible Demand Response Option Agreement (Agreement); and
- (4) Customer has assisted Company with the completion of all applicable SPP Integrated Marketplace registration requirements, and SPP has certified Customer is eligible to participate. Company may terminate Customer's participation under this rate schedule at any time if SPP determines that Customer is precluded from or ineligible to participate in the SPP Integrated Marketplace.



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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

DEFINITIONS:

Maximum Interruptible Demand – The Customer's maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

Maximum Interruptible Demand – The Customer's maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

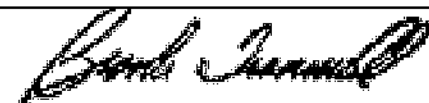
For existing Customers, Company shall calculate Customer's Maximum Interruptible Demand to be used in the upcoming year by December 31st of the then current year. If the Company determines that Customer's Maximum Interruptible Demand to be used in the upcoming year is less than 300 kW, then the Customer's participation shall terminate at the end of the current year.

No Notice Option – Company may interrupt Customer's load as directed by SPP without providing prior notice of the interruption.

One Hour Notice Option – Company may interrupt Customer's load as directed by SPP upon providing notice a minimum of one hour prior to the start of the interruption.

SPP Integrated Marketplace Interruptible Demand (SPP Interruptible Demand)– The amount of load Customer desires Company to bid into the SPP Integrated Marketplace. Customer may elect to nominate either (i) its Maximum Interruptible Demand, or (ii) a specific portion of its demand. Customer may modify its election on a quarterly basis with ninety (90) days prior written notice to Company.

SPP Integrated Marketplace Interruption – An interruption of Customer's SPP Interruptible Demand requested by SPP pursuant to Attachment AE of the SPP Open Access Transmission Tariff and facilitated by Company.



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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

CONTRACT PERIOD: The initial term of a contract will be for 90 days. Thereafter, the contract shall continue until and unless Company or Customer gives notice of termination of the contract by providing a minimum of 90 days prior written notice.

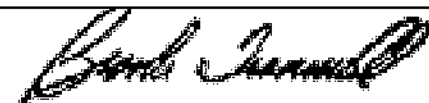
SPP INTEGRATED MARKETPLACE INTERRUPTIONS: A customer electing to take service under this Tariff is requesting that Company bid Customer's load into the SPP Integrated Marketplace as a Demand Response Load, as defined in Attachment AE to the SPP Open Access Transmission Tariff. A Customer may elect for SPS to bid its load into (i) the SPP energy market, (ii) the SPP Supplemental Reserve market, or (iii) both the SPP energy market and the SPP Supplemental Reserve market.

A participating Customer must specify the SPP markets in which participation is desired and provide all required SPP bid parameters in the Agreement. Customer may modify its bid parameters and/or its participation in the SPP Integrated Marketplace on a quarterly basis with ninety (90) days prior written notice to Company.

In addition, a participating Customer may specify desired limitations on interruption of their load in the Agreement, including (i) number of interruptions per day, (ii) minimum length of an interruption (iii) minimum down time between interruptions, and (iv) No Notice Option or One Hour Notice Option.

Customers who desire Company to bid into the Supplemental Reserve market must be on the No Notice Option to meet SPP deployment requirements.

SPP INTEGRATED MARKETPLACE CREDIT: Any applicable credit for Customer's participation in the SPP Integrated Marketplace shall be applied to Customer's monthly bill. Customer shall be credited 70% of the net revenue received by Company from SPP for Customer's SPP Interruptible Demand. SPP Integrated Marketplace credits are subject to true-up modifications performed by the SPP, and those true-ups by SPP can be for prior billing periods.



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**SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION**

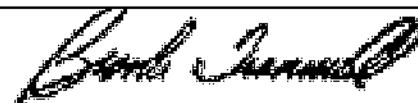
CUSTOMER OPERATIONAL ISSUES: If Customer's load is not available for interruption in the SPP Integrated Marketplace, Customer must timely notify Company. Failure to notify Company may result in penalties imposed on Company by SPP.

SPP INTEGRATED MARKETPLACE CHARGES/PENALTIES: Customer shall be responsible for any and all net charges, fees, and/or penalties imposed on Company by SPP relating to participation in the SPP Integrated Marketplace, except for those arising from Company's gross negligence or failure to perform as directed by SPP. All fees and/or penalties imposed on Company by SPP for a participating customer will be netted against any SPP revenues payable to Customer or, if the fees and/or penalties result in a net charge to Customer, Customer agrees to remit payment to Company within 30 days of invoice receipt.

TARIFF TERMINATION AND CHANGE: This rate schedule and the Agreement shall be deemed to be modified to conform to any changes or revisions, including termination, approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change or termination. Changes in the Customer's SPP Integrated Marketplace Interruptible Load credit will take effect on the effective date of the change to this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

BILLING: A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Customer's credit for SPP Integrated Marketplace Interruptions will appear on the monthly bill during which SPP has completed initial settlement (called the S7 Scheduled Settlement Statement in Attachment AE to the SPP OATT). All true-ups to the initial settlement will be reflected on the monthly bill in the month the true-ups are performed by SPP.

METERING: Customer must have metering equipment at its Point of Delivery capable of participating in the SPP Integrated Marketplace. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.



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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

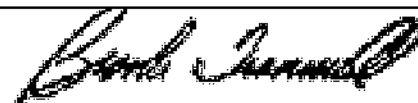
PHYSICAL CONTROL (cont.):

- (ii) utilize a Company owned and operated switch to remove Customer's SPP Interruptible Demand for a SPP Integrated Marketplace Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

A No Notice Option Customer shall submit to equipment testing facilitated by Company at SPP's discretion.

TAMPERING: If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may terminate Customer's Agreement. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the investigation of the device tampering. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company will verify installation has been corrected before Customer is permitted to participate in the program again.

LIMITATION OF LIABILITY: Customers who elect to take service under this rate schedule shall agree to indemnify and hold harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under this rate schedule or from the operation of the interruption signal and switching equipment.



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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

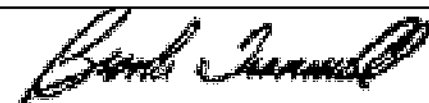
PHONE LINE OR ALTERNATIVE COMMUNICATION REQUIREMENTS: Customer is responsible for the cost of installing and maintaining a properly working communication path(s) between Customer and Company. The communication path(s) must be dedicated, and can include, but is not limited to, a dedicated analog phone line to the meter location. For Customers who select the No Notice Option, Customer will be required to have two communication paths, one to the meter location and one to the Remote Terminal Unit that will receive Company's disconnect signals. A communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

In the event that Company issues an interruption during a time in which Customer's phone line, or other communication path, is not working, the penalties detailed in the prior section for "SPP Integrated Marketplace Penalties" shall apply if Customer fails to comply with the interruption.

PHYSICAL CONTROL: A No Notice Option Customer must install and maintain a Company specified dedicated phone line to the meter location. In addition, a No Notice Option Customer must also pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information.

A No Notice Option Customer shall either:

- (i) utilize its own Energy Management System (EMS) automated intelligent equipment to remove Customer's SPP Interruptible Demand for a SPP Integrated Marketplace Interruption. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense. Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within a time period to be specified in the Agreement. A \$1,000 non-refundable contribution is required to perform the engineering and design work required to determine the costs associated with purchasing and installing the RTU; or



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Attachment C – Annotated Tariffs

IV-1, Rev. 144 – Table of Schedule Revision

IV-177, Rev. 7 – Interruptible Credit Option

IV-18, Rev. 24 – Secondary General Service (Off-Peak Alternate Rider, page 1)

IV-108, Rev. 16 – Large General Service – Transmission (Off-Peak Alternate Rider, page 2)

IV-173, Rev. 13 – Primary General Service (Off-Peak Alternate Rider, page 1)

IV-232, Org. – Southwest Power Pool Integrated Marketplace Demand Response Option

ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory	
IV-3	23	Residential Service	Texas service territory	
IV-18	24	Secondary General Service	Texas service territory	T
IV-56	18	Service Agreement Summary Bishop Hills Property Owners	Potter County	
IV-61	17	Service Agreement Summary Canadian River Municipal Water Authorities	Potter, Carson, Roberts & Hutchison Counties	
IV-65	21	Guard Lighting Service	Texas service territory	
IV-69	56	Fuel Cost Recovery Factor	Applicable to rate schedules where indicated	
IV-77	11	Electric Service to a Qualifying Facility of Aggregate Generation Capacity of 100 K W or Less	Texas service territory	
IV-86	13	Energy Purchase from a Qualifying Facility of Aggregate Generating Capacity of 100 K W Or Less	Texas service territory	



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Sheet No.	Revision No.	Type of Service	Territory
IV-91	19	Municipal and State Street Lighting Service	Texas service territory
IV-98	15	Miscellaneous Service Charge	Texas service territory
IV-108	16	Large General Service Transmission	Texas service territory
IV-109	16	Service Agreement Summary WRB Refining L.P.	WRB Refining L.P. Refinery & Chemical Complex near Borger
IV-117	4	Avoided Energy Cost Non-Firm Purchases from Qualifying Facilities	Texas service territory
IV-118	12	Flood Light Systems	Texas service territory
IV-144	6	Service Agreement Summary Highway Sign Lighting	Amarillo
IV-150	10	Restricted Outdoor Lighting Service	Former TNP Panhandle service territory
IV-152	2	State University Discount Rate Rider	Texas service territory

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Sheet No.	Revision No.	Type of Service	Territory	
IV-159	6	Distributed Generation Interconnection	Texas service territory	
IV-172	11	Small General Service	Texas service territory	
IV-173	13	Primary General Service	Texas service territory	T
IV-174	11	Small Municipal and School Service	Texas service territory	
IV-175	12	Large Municipal Service	Texas service territory	
IV-177	7	Interruptible Credit Option	Texas service territory	T
IV-179	11	Primary QF Standby Service	Texas service territory	
IV-180	11	Secondary QF Standby Service	Texas service territory	
IV-181	11	Transmission QF Standby Service	Texas service territory	
IV-182	12	Large School Service	Texas service territory	
IV-183	11	Transmission QF Non-Firm Standby Service	Texas service territory	



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Sheet No.	Revision No.	Type of Service	Territory
IV-188	3	Residential Controlled Air Conditioning and Water Heater Rider	Texas service territory
IV-189	3	Commercial and Industrial Controlled Air Conditioning Rider	Texas service territory
IV-192	1	Municipal Franchise Fee	Texas service territory
IV-193	2	Peak Day Partner	Texas service territory
IV-194	2	Interruptible Credit Option (Summer Only)	Texas service territory
IV-195	11	Energy Efficiency Cost Recovery Rider	Texas service territory
IV-204	Orig.	Discount for Veterans Severely Burned in Combat	Texas service territory
IV-205	4	SG/PG Time of Use	Texas service territory
IV-206	4	SG/PG Low Load Factor	Texas service territory
IV-219	Rev. 3	PCF Rider	Texas service territory

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Sheet No.	Revision No.	Type of Service	Territory
IV-223	Orig.	DOCKET NO. 49831 Base Rate True-Up	Texas service territory
IV-224	1	Advanced Metering System Cost Surcharge	Texas service territory
IV-225	1	2022 Fuel Surcharge Rider	Texas service territory
IV-227	Orig.	2022 Fuel Cost Rider	Texas service territory
IV-228	Orig.	Docket No. 51802 Base Rate True-Up	Texas service territory
IV-229	Orig.	Deferred Expense Rider	Texas service territory
IV-230	Orig.	Fall 2022 Fuel Surcharge Rider	Texas service territory
IV-231	Orig.	Distribution Cost Recovery Factor	Texas service territory
IV-232	Orig.	Southwest Power Pool Integrated Marketplace Demand Response Option	Texas service territory
IV-233			
IV-234			


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IV-235	Orig.	Base Rate Surcharge	Texas service territory
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INTERRUPTIBLE CREDIT OPTION

AVAILABILITY: Available as an optional, interruptible service for Customers who receive electric service under Company's Large General Service Transmission, Primary General Service, and Secondary General Service rate schedules. Not available to Customers who receive electric service under Company's standby service rate schedules. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or contract with a third-party aggregator program in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Availability for participation is up to the discretion of the Company based on total Contract Interruptible Load (CIL) of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations.

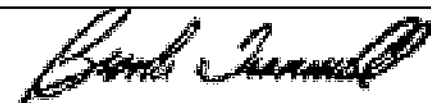
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APPLICABILITY:

Optional service under this tariff is applicable to a Customer under the following conditions:

- (1) Customer's CIL to be used in calculating the Monthly Credit is 300 kilowatts (kW) or greater; and
- (2) Customer achieved an Interruptible Demand of at least 300 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 300 kW during each of the four summer peak season months of June, July, August, and September in the coming season; and
- (3) Customer and Company have executed an Interruptible Credit Option Agreement (Agreement) that specifies the Contract Firm Demand, Number of Interruptible Hours, the Service Options elected by Customer, as described under CUSTOMER SPECIFIED TERMS AND CONDITIONS in this tariff, and Customer specific data necessary for Company to calculate Customer's Monthly Credit Rate (MCR).



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INTERRUPTIBLE CREDIT OPTION

TARIFF TERMINATION AND CHANGE:

This tariff and the Agreement shall be deemed to be modified to conform to any changes or revisions approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change, including cancellation or termination of this option. Changes in the Customer's MCR will take effect in the billing month following the effective date of a change in this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

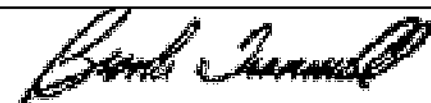
TERM OF AGREEMENT, SERVICE PERIODS, AND TERMINATION OF AGREEMENT BY CUSTOMER:

Service Periods under this tariff normally will begin on January 1 and continue for one calendar year. Customer may enter into an Agreement at any time during the calendar year; however, if Customer enters into the Agreement after March 1 of any year, the first Service Period under this tariff will begin at the start of the following calendar year. If Customer enters into the Agreement prior to March 1 of any year, the first Service Period will begin on the first day of the following month and will consist of the remainder of that calendar year.

At any time during the first Service Period under this rate schedule, Customer may opt to cancel the Agreement by returning all Monthly Credits paid by Company up until the date of cancellation. No additional payment will be assessed. Economic buy-through payments made by Customer and Economic buy-through penalty charges shall not be refunded by Company. Capacity Interruption penalties shall be refunded.

If reliability constraints are identified by adding a Customer to the system or by terminating their agreement to participate, the Customer may be required to participate and will not be eligible to opt out or terminate. Any such limitation would be specified in the contract for service.

Any Customer who otherwise terminates the Agreement prior to the end of its term shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term. In addition, Customer shall reimburse the Company for



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INTERRUPTIBLE CREDIT OPTION

the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT:

A Customer taking service under this tariff is required to reduce its load to the level of the Contract Firm Demand specified in the Agreement when Company schedules an interruption pursuant to the terms and conditions specified herein, or the appropriate penalties will be enforced. Company shall have the right to interrupt Customer's available interruptible load for the total Number of Interruptible Hours (Ha) specified in the Agreement.

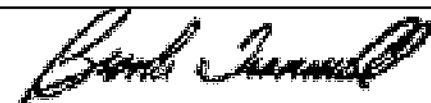
CUSTOMER SPECIFIED TERMS, CONDITIONS, AND SERVICE OPTIONS :

Contract Firm Demand - that portion of Customer's total load that is not subject to interruptions by Company, as specified in the Agreement.. The Contract Firm Demand of an existing Customer taking service under this tariff may not be changed unless approved by Company.

Number of Interruptible Hours (Ha) - the number of hours in the Year that each Customer elects as interruptible as set forth in the Agreement. The options are: 40 hours, 80 hours, or 160 hours annually.

Four (4) Hour Minimum / Waiver of Four (4) Hour Minimum - an interruption shall be a minimum of four (4) hours in duration. In the Agreement, however, Customer may elect to waive the 4 hour minimum, in which case, the interruption may be less than 4 hours in duration. The duration of any interruption shall not be less than one hour. The Company retains sole discretion to determine the duration of the interruptions that it requires from such Customers that have waived the four (4) hour minimum duration.

One Hour Notice / No Notice Option - Company shall provide notice a minimum of one hour prior to the start of the interruption. In the Agreement, however, Customer may allow Company to interrupt Customer's load without providing prior notice of the interruption.



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INTERRUPTIBLE CREDIT OPTION

ECONOMIC INTERRUPTION:

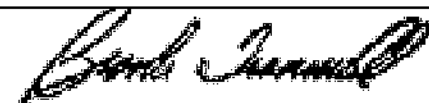
Company shall have the right to call an Economic Interruption for one or more Customers once per day when Company determines, in its sole discretion, that calling an interruption will lower its overall system costs when compared to what the overall system cost would be in the absence of the interruption. The duration of any Economic Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum and, in such case, the duration shall not be less than one hour. Company will provide notice at least one hour prior to an Economic Interruption.

BUY-THROUGH - ECONOMIC INTERRUPTION:

Once Company has called an Economic Interruption, Company will provide Customer, via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of Company's best estimate of the buy-through price. The estimated buy-through price for each hour shall also be made available on the ICO web site, log-on information for which will be provided in the Agreement. Customers must notify Company forty-five (45) minutes prior to the start of an Economic Interruption if they elect to buy-through all or a portion of their available interruptible load by logging into the ICO Web Site and indicating their buy-through request for each hour of the Economic Interruption period.

The buy-through price shall be calculated using the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for the energy used to serve Customer(s) who elected to buy-through in each buy-through hour.

If Customer elects to buy-through the Economic Interruption, it must continue to buy-through all hours of the interruption period unless Company provides notice to Customer of an updated buy-through price for any hour of the interruption that exceeds the original estimated buy-through price for the hour in question, whereupon Customer that elected initially to buy-through the Economic Interruption will have 15 minutes after being provided notice of the updated estimated price to advise the Company that such Customer desires to be interrupted at the start of the next hour. Once Customer chooses to interrupt, Customer will be interrupted for the remainder of the interruption period, as determined by the Company.



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If Company chooses to extend an Economic Interruption from the original notification, all ICO Customers affected by the Economic Interruption will be provided notice of the opportunity to buy-through or interrupt for the duration of the Economic Interruption extension period. Economic Interruption extensions may be less than four hours in duration.

Customer may provide advance election to buy-through up to a specified price. Such election shall be made no later than the last business day prior to the first day of the month to which the election will apply, and shall be delivered to Customer's service representative by electronic mail as provided in Customer's Agreement. Any Customer with a standing buy-through order shall have the option, up to 45 minutes before the start of an event, to advise Company that it desires to be interrupted. Further, in the event that the buy-through price exceeds the Customer-specified price, Customer may nevertheless elect to buy-through the interruption by providing the Company with the required notice within 45 minutes.

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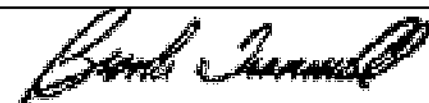
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CAPACITY INTERRUPTION:

Company shall have the right to call a Capacity Interruption for one or more Customers at any time when Company believes, in its sole discretion, that generation or transmission capacity is not sufficiently available to serve its firm load obligations, other than obligations to make intra-day energy sales. Capacity Interruptions will typically be called when the Company forecasts or, on shorter notice, has presently scheduled all available energy resources that are not held back for other contingency or reserve purposes, to be online generating to serve obligation loads. The Capacity Interruption may be activated to enable the Company to ensure adequate capability above firm system demand to provide for such things as load forecasting error, equipment forced outages and local area protection. A Capacity Interruption may be called to relieve transmission facility overloads, relieve transmission under voltage conditions, prevent system instability, relieve a system under frequency condition, shed load if SPS is directed to shed load by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, and respond to other transmission system emergencies.

The duration of any Capacity Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted for any Customer, if the Customer has less than four hours remaining of its Number of Interruptible Hours.



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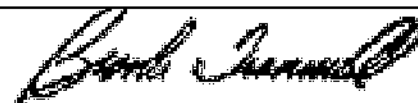
CONTINGENCY INTERRUPTION: Company shall have the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company, or requested by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards.

The duration of any Contingency Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted if Customer has less than four hours of interruption available to use the remaining hours.

FAILURE TO INTERRUPT

Economic Interruption - In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt but did not interrupt. The failure-to-interrupt charge shall be equal to the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for power during the Economic Interruption plus \$0.003 per kWh, as determined by the Company after the fact. The charge will only apply to the portion of the load Customer fails to interrupt.

Capacity or Contingency Interruption - In the event Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit rate times the maximum 30 minute demand recorded during the event for all demand that Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled by the Company, Customer shall not be eligible for service under this tariff for a minimum of one year, and Customer will not be liable for the payment of 110% times the Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term, as previously specified under term of



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agreement, service periods, and termination of agreement by customer. For determining compliance during a Capacity or Contingency Interruption, the first and last fifteen-minute interval of each event shall not be considered. If Customer's violation is less than 60 minutes in duration, not including the first and last control period intervals, then Customer's penalty shall be: (1) reduced by 75% if the violation is 15 minutes or shorter; (2) reduced by 50% if the violation is 16 to 30 minutes in duration; and (3) reduced by 25% if the violation is 31 to 59 minutes in duration. This provision does not apply to Economic Interruptions.

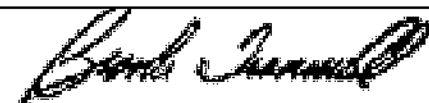
If Customer is a No Notice Option Customer and Company controls Customer's load through the operation of a Company installed, operated, and owned disconnect switch, in the event that Customer violates a Capacity or Contingency Interruption, Customer shall not be penalized unless evidence of tampering or bypassing the direct load control of Company is shown.

In the event that Company issues a Capacity or Contingency Interruption during a time in which the Customer's phone line is not working, the above described penalties shall apply if Customer fails to comply with the interruption.

BILLING AND MONTHLY CREDIT:

A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Company shall apply a Monthly Credit to Customer's monthly bill, pursuant to the terms and conditions specified herein.

The Customer's Monthly Credit shall be calculated by multiplying the applicable Monthly Credit Rate (MCR), by the lesser of the Customer's CIL, or the actual Interruptible Demand, during the billing month. The MCR is determined using the applicable capacity credit in the table below multiplied by the planning reserve margin and multiplied by the applicable Service Level adjustment.



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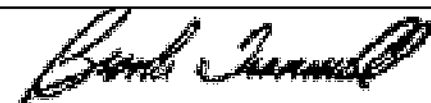
ELECTRIC TARIFF
INTERRUPTIBLE CREDIT OPTION
Monthly Credit Rate (MCR)

Ha	ONE HOUR NOTICE OPTION		NO NOTICE OPTION	
	WINTER PER KW MONTH CREDIT	SUMMER PER KW MONTH CREDIT	WINTER PER KW MONTH CREDIT	SUMMER PER KW MONTH CREDIT
40	\$1.62	\$2.31	\$2.17	\$3.09
80	\$2.68	\$3.80	\$3.59	\$5.09
160	\$4.06	\$5.76	\$5.43	\$7.72

Planning Reserve Margin Adjustment – 1.15
 Service Level Adjustment

SERVICE LEVEL	ADJUSTMENT
Backbone Transmission (115kV+)	1.020504
Sub-Transmission (69 kV)	1.026426
Primary Distribution	1.109977
Secondary Distribution	1.136331

Contract Interruptible Load (CIL) - Customer's CIL is the median of Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year, less the Contract Firm Demand, if any. If Customer has no history in the prior year or Customer anticipates that its CIL for the upcoming year will exceed the prior year's CIL by one hundred (100) kW or more, at Customer's request, Company may, in its sole discretion, estimate the CIL. In extraordinary circumstances, Company may



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calculate CIL using load data from the year prior to the year normally used to calculate the CIL, if Customer has shown that, due to extraordinary circumstances, the load data that would normally be used to calculate its CIL is less representative of what Customer's load is likely to be in the upcoming year. For existing Customers, Company shall calculate Customer's CIL to be used in the upcoming year by December 31st of the current year. If the Company determines that Customer's CIL to be used in the upcoming year is less than 300 kW, then the Agreement shall terminate at the end of the current year. If the Company determines that the combined CIL of all existing Customers to be used in the upcoming year exceeds 85MW in 2023, 200 MW in 2024 and 200 MW in 2025, then those existing Customers whose CIL is greater than the prior year's CIL may be required to reduce their CIL (by increasing their Contract Firm Demand) proportionally, so that total CIL does not exceed the MW maximum listed above.

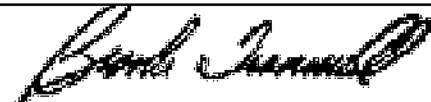
Interruptible Demand –Customer's Interruptible Demand is the maximum thirty (30) minute integrated kW demand, determined by meter measurement, that is used during the month, less the Contract Firm Demand, if any, but not less than zero. Interruptible Demand is measured between the hours of 12:00 noon to 8:00 p.m. Monday through Friday, excluding federal holidays.

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Application of Monthly Credit - the Monthly Credit shall be applied to Customer's monthly bill beginning in January if the Agreement was executed prior to that January. If the Agreement is executed between January 1 and May 1, to be effective in that year, the Monthly Credit will begin in the month following the month in which service begins. If the Agreement is executed after May 1, the Monthly Credit will begin in January of the following year. In the event that Customer's CIL is estimated, the Monthly Credit applicable to the estimated CIL will be applied to Customer's December bill, after the CIL calculation is completed for that year. For Customers with no history, the entire accumulated Monthly Credit will be credited to the December bill. For Customers with history, but who estimate an increase, accumulated credits attributable to the estimated increase in the CIL will be credited to the December bill and credits attributable to the actual CIL will be credited monthly.

METERING: Customer must have metering equipment at the Point of Delivery capable of participating in the Interruptible Credit Option program. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.

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INTERRUPTIBLE CREDIT OPTION

PHONE LINE REQUIREMENTS: Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include, but are not limited to, a dedicated analog phone line to the meter location. The communication path must be installed and working before Customer may begin taking service under this rate schedule.

In the event that the Company issues a Capacity or Contingency interruption during a time in which Customer's phone line is not working, the penalties detailed in the section of this tariff titled FAILURE TO INTERRUPT – Capacity and Contingency Interruptions, shall apply if Customer fails to comply with the interruption.

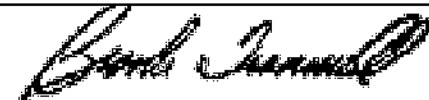
COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS:

A No Notice Option Customer must install and maintain a Company specified dedicated phone line to the meter location. In addition, a No Notice Option Customer must also pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information. The communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS (cont.):

A No Notice Option Customer shall either:

- (i) utilize its own Energy Management System (EMS) automated intelligent equipment to reduce load down to the Contract Firm Demand level when requested by Company. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense. Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within a time period to be specified in the Agreement. A \$1,000 non-refundable contribution is required to perform the engineering and design work required to determine the costs associated with purchasing and installing the RTU;



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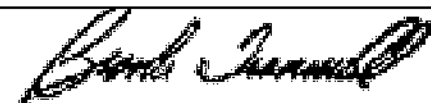
or

- (ii) utilize a Company owned and operated switch to remove Customer's entire load during a Capacity or Contingency Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

A No Notice Option Customer shall submit to equipment testing at least once per year at Company's discretion, provided no other Capacity or Contingency events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU. Equipment testing may last less than the four-hour duration and may not count toward Customer's Number of Interruptible Hours.

TAMPERING:

If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may terminate Customer's Agreement, or remove Customer from the No Notice Option and place Customer on the One Hour Notice Option rate for a minimum one-year period. The Customer's credits will be adjusted accordingly. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the investigation of the device tampering. Customer shall also pay 50% of the expected annual credit rate, times the maximum 30 minute demand recorded during the interruption event for all demand Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company



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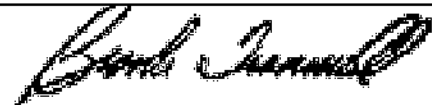
ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

will verify installation has been corrected before Customer is permitted to participate in the program again.

LIMITATION OF LIABILITY:

Customers who elect to take service under this tariff agree to indemnify and save harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under this tariff or from the operation of the interruption signal and switching equipment.



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SECONDARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at secondary voltage, or at 2.4 kV or higher, but less than 69 kV, where customer requires additional Company owned transformation facilities from the available primary voltage, at a single Point of Delivery and measured through approved electrical metering determined by the Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 10 kW of demand.

Each year, Company will review the demand of all Customers receiving service under this tariff. If the average of Customer's twelve-monthly demands in the immediately preceding calendar year does not exceed 10 kW, then Customer is not eligible to continue receiving service under this tariff.

Not applicable to standby, supplementary, resale or shared service. Also, not applicable for service to oil and natural gas production Customers, except where customer cannot take service under Primary General Service rate due to the requirement of additional Company owned transformation facilities from the available primary voltage.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$33.13 per month
Energy Charge: \$0.010016 per kWh for all kWh used during the month

Demand Charge:
\$22.35 per kW of demand used per month during each summer month
\$18.62 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's ~~current~~ resource adequacy and other system reliability ~~considerations~~ projections. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract

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SECONDARY GENERAL SERVICE

with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$16.20/ kW-Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$33.13 per month
Transmission & Distribution Capacity Charge – Summer:	\$12.13 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$10.51 / kW Month
Generation Capacity Charge – Summer:	\$2.53 / kW Month
Generation Capacity Charge – Winter:	\$2.01 / kW Month
Energy Charge: for all kWh used during the month	\$0.010016 per kWh

DEMAND: Company will furnish, at Company's expense, the necessary metering equipment to measure the Customer's kW demand for the 30-minute period of greatest use during the month. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.



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SECONDARY GENERAL SERVICE

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon: Power Factor Adjustment Charge = Demand charge x ((0.95 ÷ customer's power factor x kW demand) – kW demand)

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: A-C; 60 hertz; single or three-phase, at one available standard secondary voltage.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas. A Contract may be required by the Company to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.



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LARGE GENERAL SERVICE - TRANSMISSION

APPLICABILITY: Under contract to all commercial and industrial electric service supplied at transmission level voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage of 69 kV or higher is adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

OUTSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.007054 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per kW of demand used per month during each winter month

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.006690 per kWh for all kWh used during the month

Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
\$ 12.25 per kW of demand used per month during each winter month

INSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.008752 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per Kw of demand used per month during each winter month



**REGIONAL VICE PRESIDENT REGULATORY &
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LARGE GENERAL SERVICE - TRANSMISSION

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.008719 per kWh for all kWh used during the month

Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
\$ 12.25 per kW of demand used per month during each winter month

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$14.55/kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30, and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

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LARGE GENERAL SERVICE - TRANSMISSION

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge:	\$2,272.00 per month
Transmission & Distribution Capacity Charge – Summer:	\$6.90 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$4.85 / kW Month
Generation Capacity Charge – Summer:	\$2.70 / kW Month
Generation Capacity Charge – Winter:	\$1.90 / kW Month
Energy Charge: for all kWh used during the month	\$0.007054 per kWh

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge:	\$2,272.00 per month
Transmission & Distribution Capacity Charge – Summer:	\$6.63 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$4.66 / kW Month
Generation Capacity Charge – Summer:	\$2.63 / kW Month
Generation Capacity Charge – Winter:	\$1.80 / kW Month
Energy Charge: for all kWh used during the month	\$0.006690 per kWh

APPLICABLE TO BOTH INSIDE AND OUTSIDE CITY LIMITS

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

DETERMINATION OF DEMAND: The kW determined from Company's demand meter for the 30-minute period of Customer's greatest kW use during the month, but not less than 70 percent of the highest demand established in the preceding eleven months.

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers

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LARGE GENERAL SERVICE - TRANSMISSION

with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

Power Factor Adjustment Charge = Demand charge x ((0.95 ÷ customer's power factor x kW demand) – kW demand)

LOSS ADJUSTMENT: Meter readings used for billing shall be increased to include transformation losses when a meter is installed on the secondary side of any voltage transformation under 69 kV made on Customer's side of the point of service.

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: Three phase, 60 hertz, supplied to the entire premises at approximately 69 kV or above.

LINE EXTENSIONS: All cost of equipment, supplies, and labor related to the installation of facilities necessary to make service available shall be paid by Customer in advance. No transformation will be made by Company at the point of service unless agreed to by Company.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied pursuant to this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas and to the terms and conditions of any special contract service between Company and Customer that are not in conflict herewith.

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by the Company.



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LARGE GENERAL SERVICE - TRANSMISSION

115 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by Company.

SUBSTATION LEASE: Company reserves the option to lease substation facilities. If the substation facilities to be leased serve a single Customer, that Customer must lease 100% of the facilities. If the substation facilities to be leased serve multiple Customers, Company will determine a percentage of the substation capacity to be leased to the lessee, but no less than 4000 KVA of substation capacity will be leased to a single Customer. The monthly lease charge will be two percent of the net reproduction costs of the leased facilities, calculated as of the commencement of the lease, and shall be paid by Customer to Company along with the monthly invoice for

SUBSTATION LEASE (cont.):

electric service. Company reserves the right to increase the monthly substation lease charge whenever Company spends more than \$100,000 in repairs, replacements, or upgrades to the leased substation facilities in any consecutive twelve month period during the term of the lease. The minimum lease term shall be 120 months and shall continue month to month thereafter until the lease agreement is terminated. The lease agreement may be terminated by Customer with at least six months prior written notice to Company. If Customer terminates the lease without giving Company six months prior written notice or (2) earlier than 120 months from the commencement of the lease, the following termination penalty shall apply:

Customer shall pay a lease termination penalty of the net present value, using a rate of 7.49 percent applied to the sum calculated as follows:

1. If Customer has made 120 or more monthly lease payments, the sum shall be six times the monthly lease payment.
2. If Customer has made less than 120 monthly lease payments, the sum will be 120, less the number of monthly lease payments made (but no less than six), times the monthly lease payment.



**REGIONAL VICE PRESIDENT REGULATORY &
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PRIMARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at the available primary voltage of 2.4kV or higher but less than 69 kV, without requiring additional Company owned transformation facilities, at a single Point of Delivery measured through approved electrical metering determined by Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$76.13 per month

Energy Charge: \$0.007731 per kWh for all kWh used during the month

Demand Charge: \$19.88 per kW of demand used per month during each summer month
\$16.57 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge

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**REGIONAL VICE PRESIDENT REGULATORY &
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ELECTRIC TARIFF

PRIMARY GENERAL SERVICE

penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$15.83/ kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$76.13 per month
Transmission & Distribution Capacity Charge – Summer:	\$10.98 / kW Month
Transmission & Distribution Capacity Charge – Winter:	\$9.53 / kW Month
Generation Capacity Charge – Summer:	\$2.25 / kW Month
Generation Capacity Charge – Winter:	\$1.80 / kW Month
Energy Charge: for all kWh used during the month	\$0.007731 per kWh

DETERMINATION OF DEMAND: The kW determined from Company’s demand meter for the 30-minute period of Customer’s greatest kW use during the month.

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

$$\text{Power Factor Adjustment Charge} = \text{Demand charge} \times ((0.95 \div \text{customer's power factor} \times \text{kW demand}) - \text{kW demand}).$$

LOSS ADJUSTMENT: Meter readings used for billing shall be increased by 2.72% for kW and 1.73% for kWh to account for line and transformation losses when Customer’s load is metered at a secondary voltage.



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PRIMARY GENERAL SERVICE

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments

CHARACTER OF SERVICE: A-C; 60 hertz; single or three phase at Company's available primary voltage that is 2.4 kV or higher but less than 69 kV.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy, and no transformation will be made by Company at the Point of Delivery.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas. Company may require a Contract to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.



**REGIONAL VICE PRESIDENT REGULATORY &
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**SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION**

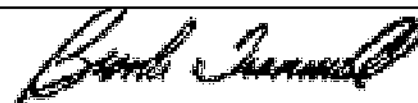
AVAILABILITY: Available as an interruptible service program for Customers who receive electric service under the Company's Large General Service Transmission Tariff. Not applicable for Customers who receive electric service from the Company under a standby service rate schedule. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation.

APPLICABILITY: Service under this rate schedule is applicable to a Customer under the following conditions:

- (1) Customer's Southwest Power Pool (SPP) Interruptible Demand to be used is 300 kilowatts (kW) or greater per premise; and
- (2) Customer's load is not registered as a critical load;
- (3) Customer and Company have executed an SPP Integrated Marketplace Interruptible Demand Response Option Agreement (Agreement); and
- (4) Customer has assisted Company with the completion of all applicable SPP Integrated Marketplace registration requirements, and SPP has certified Customer is eligible to participate. Company may terminate Customer's participation under this rate schedule at any time if SPP determines that Customer is precluded from or ineligible to participate in the SPP Integrated Marketplace.

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**REGIONAL VICE PRESIDENT REGULATORY &
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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

DEFINITIONS:

Maximum Interruptible Demand – The Customer's maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

Maximum Interruptible Demand – The Customer's maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

For existing Customers, Company shall calculate Customer's Maximum Interruptible Demand to be used in the upcoming year by December 31st of the then current year. If the Company determines that Customer's Maximum Interruptible Demand to be used in the upcoming year is less than 300 kW, then the Customer's participation shall terminate at the end of the current year.

No Notice Option – Company may interrupt Customer's load as directed by SPP without providing prior notice of the interruption.

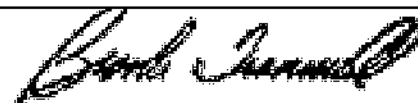
One Hour Notice Option – Company may interrupt Customer's load as directed by SPP upon providing notice a minimum of one hour prior to the start of the interruption.

SPP Integrated Marketplace Interruptible Demand (SPP Interruptible Demand)– The amount of load Customer desires Company to bid into the SPP Integrated Marketplace. Customer may elect to nominate either (i) its Maximum Interruptible Demand, or (ii) a specific portion of its demand. Customer may modify its election on a quarterly basis with ninety (90) days prior written notice to Company.

SPP Integrated Marketplace Interruption – An interruption of Customer's SPP Interruptible Demand requested by SPP pursuant to Attachment AE of the SPP Open Access Transmission Tariff and facilitated by Company.

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REGIONAL VICE PRESIDENT REGULATORY &
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ELECTRIC TARIFF

**SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION**

CONTRACT PERIOD: The initial term of a contract will be for 90 days. Thereafter, the contract shall continue until and unless Company or Customer gives notice of termination of the contract by providing a minimum of 90 days prior written notice.

SPP INTEGRATED MARKETPLACE INTERRUPTIONS: A customer electing to take service under this Tariff is requesting that Company bid Customer's load into the SPP Integrated Marketplace as a Demand Response Load, as defined in Attachment AE to the SPP Open Access Transmission Tariff. A Customer may elect for SPS to bid its load into (i) the SPP energy market, (ii) the SPP Supplemental Reserve market, or (iii) both the SPP energy market and the SPP Supplemental Reserve market.

A participating Customer must specify the SPP markets in which participation is desired and provide all required SPP bid parameters in the Agreement. Customer may modify its bid parameters and/or its participation in the SPP Integrated Marketplace on a quarterly basis with ninety (90) days prior written notice to Company.

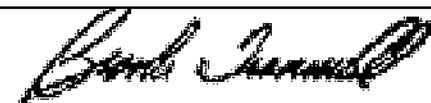
In addition, a participating Customer may specify desired limitations on interruption of their load in the Agreement, including (i) number of interruptions per day, (ii) minimum length of an interruption (iii) minimum down time between interruptions, and (iv) No Notice Option or One Hour Notice Option.

Customers who desire Company to bid into the Supplemental Reserve market must be on the No Notice Option to meet SPP deployment requirements.

SPP INTEGRATED MARKETPLACE CREDIT: Any applicable credit for Customer's participation in the SPP Integrated Marketplace shall be applied to Customer's monthly bill. Customer shall be credited 70% of the net revenue received by Company from SPP for Customer's SPP Interruptible Demand. SPP Integrated Marketplace credits are subject to true-up modifications performed by the SPP, and those true-ups by SPP can be for prior billing periods.

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**REGIONAL VICE PRESIDENT REGULATORY &
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ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

CUSTOMER OPERATIONAL ISSUES: If Customer's load is not available for interruption in the SPP Integrated Marketplace, Customer must timely notify Company. Failure to notify Company may result in penalties imposed on Company by SPP.

SPP INTEGRATED MARKETPLACE CHARGES/PENALTIES: Customer shall be responsible for any and all net charges, fees, and/or penalties imposed on Company by SPP relating to participation in the SPP Integrated Marketplace, except for those arising from Company's gross negligence or failure to perform as directed by SPP. All fees and/or penalties imposed on Company by SPP for a participating customer will be netted against any SPP revenues payable to Customer or, if the fees and/or penalties result in a net charge to Customer, Customer agrees to remit payment to Company within 30 days of invoice receipt.

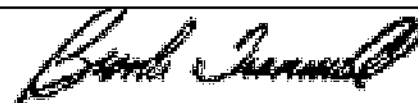
TARIFF TERMINATION AND CHANGE: This rate schedule and the Agreement shall be deemed to be modified to conform to any changes or revisions, including termination, approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change or termination. Changes in the Customer's SPP Integrated Marketplace Interruptible Load credit will take effect on the effective date of the change to this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

BILLING: A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Customer's credit for SPP Integrated Marketplace Interruptions will appear on the monthly bill during which SPP has completed initial settlement (called the S7 Scheduled Settlement Statement in Attachment AE to the SPP OATT). All true-ups to the initial settlement will be reflected on the monthly bill in the month the true-ups are performed by SPP.

METERING: Customer must have metering equipment at its Point of Delivery capable of participating in the SPP Integrated Marketplace. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.

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