TARIFF
FOR
RETAIL DELIVERY SERVICE

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 Woodall Rodgers Fwy
Dallas, Texas 75202-1234

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Chapter 1: Definitions

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

ACTUAL METER READING. A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

ADVANCED METERING SYSTEM (AMS). As defined in P.U.C. SUBST. R. 25.130, Advanced Metering.

AMS-M METER. A Meter that has all the functionality of a Standard Meter except for remote disconnection and reconnection.

ADVANCED METERING SYSTEM (AMS) OPERATIONAL DAY. Any day but Sunday or a holiday as defined in Section 3.18, HOURS OF OPERATION.

AFFILIATED RETAIL ELECTRIC PROVIDER. A Retail Electric Provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

APPLICABLE LEGAL AUTHORITIES. A Texas or federal law, rule, regulation, or applicable ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, applicable ruling, procedure, protocol, guide or guideline of the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

BANKING HOLIDAY. Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

BILLING DEMAND. Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

BILLING DETERMINANTS. Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

BUSINESS DAY. Any day that Company's corporate offices are open for business, in accordance with Section 3.18, HOURS OF OPERATION.

CENTRAL PREVAILING TIME, CPT. As established by national time standards, either Central Standard Time or Central Day-Light time.

CHRONIC CONDITION RESIDENTIAL CUSTOMER. As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

CODES. Federal, state, or local laws, or other rules or regulations governing electrical installations.

COMMISSION, PUC, or PUCT. The Public Utility Commission of Texas.

COMPANY. The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

COMPANY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by Company.

COMPETITIVE RETAILER (CR). A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this Tariff, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

CONSTRUCTION SERVICE. Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

CONSTRUCTION SERVICE CHARGE. Commission authorized charges to recover costs associated with Construction Services.

CRITICAL CARE RESIDENTIAL CUSTOMER. As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

CRITICAL LOAD INDUSTRIAL CUSTOMER. As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers .

CRITICAL LOAD PUBLIC SAFETY CUSTOMER. As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

DELIVERY. The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY CHARGES. Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges are comprised of Delivery System Charges and Discretionary Charges.

DELIVERY SERVICE. The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service comprises Delivery System Services and Discretionary Services.

DELIVERY SERVICE AGREEMENT. The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

DELIVERY SYSTEM. The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the Delivery of Electric Power and Energy.

DELIVERY SYSTEM CHARGES. Commission authorized charges to recover costs associated with Delivery System Services.

DELIVERY SYSTEM SERVICES. Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all Tariffed Delivery Services provided by Company that are not specifically defined as Discretionary Services.

DEMAND. The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in kW or kVA.

DEMAND RATCHET. As defined in P.U.C. SUBST. R. 25.244, Billing Demand for Certain Utility Customers.

DISCRETIONARY SERVICE CHARGES. Commission authorized charges to recover costs associated with Discretionary Services.

DISCRETIONARY SERVICES. Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

ELECTRIC COOPERATIVE. An electric cooperative as defined in PURA §11.003(9), Definitions.

ELECTRIC POWER AND ENERGY. The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT). The Electric Reliability Council of Texas, Inc. as defined in P.U.C. SUBST. R. 25.5, Definitions.

ELECTRIC SERVICE IDENTIFIER or ESI ID. The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

ESTIMATED METER READING. The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

FACILITY EXTENSION POLICY. The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

FACILITY EXTENSION AGREEMENT. The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

FIELD OPERATIONAL DAY. Any day but Saturday, Sunday, or a holiday designated in or pursuant to Section 3.18, HOURS OF OPERATION.

FIRST AVAILABLE SWITCH DATE (FASD). As defined in ERCOT Nodal Protocols Section 15, CUSTOMER REGISTRATION.

GOOD UTILITY PRACTICE. As defined in P.U.C. SUBST. R. 25.5, Definitions.

INDEPENDENT ORGANIZATION or IO. The organization authorized to perform the functions prescribed by PURA §39.151.
INTERVAL DATA. Meter data that reports electricity usage in 15-minute intervals.

INTERVAL DATA RECORDER (IDR) METER. Metering Equipment that is designed to provide Interval Data and does not otherwise qualify as a Standard Meter or an AMS-M Meter.

KILOVOLT-AMPERES (kVA). 1,000 volt-amperes.

KILOWATT (kW). 1,000 watts.

KILOWATT-HOUR (kWh). 1,000 watt-hours.

LOAD FACTOR. The ratio, usually stated as a percentage, of actual kWh used during a designated time period to the maximum kW of Demand times the number of hours occurring in the designated time period.

METER or BILLING METER. A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services.

METER DATA. The data contained within, or generated by, the Meter that is used by Company to calculate charges for service pursuant to this Tariff. This term includes Interval Data.

METER OWNER. Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering, the Meter Owner shall be Company.

METER READING. The process whereby Company collects the information recorded by a Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

METER READING SCHEDULE. No later than December 15 of each calendar year, Company shall post its schedule for reading each Meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

METER REMOVAL. Removal of a Meter by Company as authorized under this Tariff.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

MUNICIPALLY OWNED UTILITY. A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11), Definitions.

NON-BUSINESS DAY. Any day that Company's corporate offices are not open for business, in accordance with Section 3.18, HOURS OF OPERATION.

NON-COMPANY OWNED METER. A Meter on the ERCOT-approved competitive Meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

NON-STANDARD METER. A Meter that is not a Standard Meter because it lacks the ability to provide one or more of the following functions: automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, or the capability to provide Interval Data. A Non-Standard Meter includes a Meter that is otherwise a Standard Meter but has one or more of the aforementioned functionalities disabled.

NON-STANDARD METERING SERVICE. Service using a Non-Standard Meter.

POINT OF DELIVERY. The point at which Electric Power and Energy leaves the Delivery System.

POINT OF SUPPLY. The point at which Electric Power and Energy enters the Delivery System.

POWER FACTOR. The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

PREMISES. A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

PROVIDER OF LAST RESORT (POLR). A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

PUBLIC UTILITY REGULATORY ACT (PURA). Public Utility Regulatory Act, Texas Utilities Code, Title II.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

REGISTRATION AGENT. Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company. For purposes of Sections 4.2.1 and 5.2.1 of Company's Tariff, Retail Customer includes any organization, entity, or individual who consumes Electric Power and Energy but does not purchase it and includes, but is not limited to, guests, occupants, and tenants.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

RETAIL CUSTOMER'S ELECTRICAL LOAD. The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously using Electric Power and Energy delivered by Company.

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17), Definitions.

RETAIL SEASONAL AGRICULTURAL CUSTOMER. A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

RIDER. An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

SCHEDULED METER READING DATE. Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

SERVICE AGREEMENT. Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

SERVICE CALL. The dispatch of a Company representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service related issue.

STANDARD METER. A Meter that the Company has deployed in accordance with P.U.C. SUBST. R. 25.130(d), with the capabilities defined in P.U.C. SUBST. R. 25.130(g), including automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, and the capability to provide Interval Data.

SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

TAMPER or TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

TARIFF. The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

TEXAS SET, TX SET or SET. A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

TRANSITION CHARGES or TC. Charges established pursuant to a financing order issued by the Commission.

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

VALID INVOICE. An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

Chapter 2: Descriptions of Company's Certified Service Area

2.0 Utility Operations

Oncor Electric Delivery Company LLC is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas.

2.1 Cities Served by Oncor

Abbott
Ackerly
Addison
Aledo
Allen
Alma
Alto
Alvarado
Alvord
Andrews
Angus
Anna
Annetta
Annetta North
Annetta South
Annona
Appleby
Archer City
Argyle
Arlington
Arp
Athens
Aurora
Austin
Azle
Balch Springs
Bangs
Bardwell
Barry
Bartlett
Bedford
Bellevue
Bellmead
Bells
Belton
Benbrook
Beverly Hills
Big Spring
Blanket
Blooming Grove
Blue Mound
Bonham
Boyd
Brady
Breckenridge
Bridgeport
Brownsboro
Brownwood
Bruceville-Eddy
Buckholts
Buffalo
Bullard
Burkburnett
Burke
Burleson
Bynum
Caddo Mills
Cameron
Campbell
Caney City
Canton
Carbon
Carrollton
Cashion Community
Cedar Hill
Celeste
Celina
Centerville
Chandler
Chico
Chireno
Clarksville
Cleburne
Coahoma
Cockrell Hill
Colleyville
Collinsville
Colorado City
Comanche
Commerce
Como
Cool
Coolidge
Cooper
Coppell
Copperas Cove
Corinth
Corsicana
Coupland
Crandall
Crane
Cresson
Crockett
Crossroads
Crowley
Cumby
Cushing
Dallas
Dalworthington Gardens
Dawson
Dean
Decatur
DeLeon
Denison
Denton
DeSoto
Diboll
Dish
Dodd City
Dorchester
Dublin
Duncanville
Early
Eastland
Ector
Edgecliff Village
Edgewood
Edom
Electra
Elgin
Elkhart
Emhouse
Enchanted Oaks
Ennis
Euless
Eureka
Eustace
Everman
Fairfield
Fairview (Collin Co.)
Farmers Branch
Farmersville
Fate
Ferris
Florence
Flower Mound
Forest Hill
Forney
Forsan
Fort Worth
Frankston
Frisco
Frost
Gainesville
Gallatin
Garland
Garrett
Georgetown
Gholson
Glenn Heights
Godley
Golinda
Goodlow
Gorman
Graford
Graham
Grand Prairie
Grandfalls
Grandview
Granger
Grapeland
Grapevine
Greenville
Groesbeck
Gun Barrell City
Gunter
Haltom City
Harker Heights

Haslet
Heath
Hebron
Henrietta
Hewitt
Hickory Creek
Hideaway
Highland Park
Hillsboro
Holland
Holliday
Honey Grove
Howe
Hubbard
Hudson
Hudson Oaks
Huntington
Hurst
Hutchins
Hutto
Iowa Park
Irving
Italy
Itasca
Jacksboro
Jacksonville
Jarrell
Jewett
Jolly
Josephine
Joshua
Justin
Kaufman
Keene
Keller
Kemp
Kennedale
Kerens
Killeen
Knollwood
Krum
Lacy-Lakeview
Ladonia
Lake Bridgeport
Lake Dallas
Lake Worth
Lakeside
Lakeside City
Lamesa
Lancaster
Latexo
Lavon
Leona
Leroy
Lewisville
Lindale
Lindsay
Lipan
Little Elm
Little River Academy
Loraine
Lorena
Lott
Lovelady
Lowry Crossing
Lucas
Lufkin
Mabank
Malakoff
Malone
Manor
Mansfield
Marlin
Marquez
Mart
Maypearl
McGregor
McKinney
McLendon-Chisholm
Melissa
Melvin
Mertens
Mesquite
Mexia
Midland
Midlothian
Milano
Mildred
Milford
Millsap
Mineral Wells
Mobile City
Monahans
Moody
Morgan's Point Resort
Mount Calm
Muenster
Murchison
Murphy
Mustang
Nacogdoches
Navarro
Nevada
New Chapel Hill
New Fairview
New Summerfield
Newark
Neylandville
Nolanville
Noonday
Northlake
North Richland Hills
O'Donnell
Oak Grove
Oak Leaf
Oak Point
Oak Valley
Oakwood
Odessa
Oglesby
Overton
Ovilla
Palestine
Palmer
Pantego
Paradise
Paris
Parker
Payne Springs
Peaster
Pecan Gap
Pecan Hill
Penelope
Pflugerville
Plano
Pleasant Valley
Poetry
Ponder
Post Oak Bend
Pottsboro
Powell
Poynor
Princeton
Prosper
Pyote
Quinlan
Ranger
Ravenna
Red Oak
Reno (Lamar Co.)
Reno (Parker Co.)
Retreat
Rhome
Rice
Richardson
Richland
Richland Hills
Richland Springs
Riesel
River Oaks
Roanoke
Robinson
Rockdale
Rockwall
Rogers
Roscoe
Rosebud
Rosser
Round Rock
Rowlett
Roxton
Royse City
Runaway Bay
Rusk
Sachse
Sadler
Saginaw
Salado
Sanctuary
Sansom Park Village
Savoy
Seagoville
Shady Shores
Sherman
Snyder
Southlake
Southmayd
Springtown
St. Paul
Stanton
Stephenville
Streetman
Sulphur Springs
Sunnyvale
Sweetwater
Taylor
Teague
Tehuacana
Temple
Terrell
The Colony
Thorndale
Thornton
Thorntonville
Thrall
Tira
Tool
Trinidad
Trophy Club
Troup
Troy
Tyler
University Park

Valley View
Van
Van Alstyne
Venus
Waco
Watauga
Waxahachie
Weatherford
Weir
Wells
West
Westbrook
Westover Hills
Westworth Village
White Settlement
Whitehouse
Wichita Falls
Wickett
Willow Park
Wills Point
Wilmer
Windom
Wink
Wolfe City
Woodway
Wortham
Wylie
Yantis
Zavalla

2.2 Counties Served by Oncor

Anderson
Andrews
Angelina
Archer
Bastrop
Baylor
Bell
Borden
Bosque
Brown
Burnet
Cherokee
Clay
Coke
Coleman
Collin
Comanche
Concho
Cooke
Coryell
Crane
Culberson
Dallas
Dawson
Delta
Denton
Eastland
Ector
Ellis
Erath
Falls
Fannin
Fisher
Freestone
Gaines
Glasscock
Grayson
Henderson
Hill
Hood
Hopkins
Houston
Howard
Hunt
Irion
Jack
Johnson
Kaufman
Kent
Lamar
Lampasas
Leon
Limestone
Loving
Lynn
Martin
Mason
McCulloch
McLennan
Menard
Midland
Milam
Mills
Mitchell
Montague
Nacogdoches
Navarro
Nolan
Palo Pinto
Parker
Pecos
Rains
Reagan
Red River
Reeves
Rockwall
Rusk
San Saba
Scurry
Shackelford
Smith
Stephens
Sterling
Tarrant
Terry
Tom Green
Travis
Trinity
Upton
Van Zandt
Ward
Wichita
Wilbarger
Williamson
Winkler
Wise
Wood
Young

Chapter 3: General Service Rules & Regulations

3.1. APPLICABILITY

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of service to wholesale customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of this Tariff.

3.2 GENERAL

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.
This Tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

3.3 DESCRIPTION OF SERVICE

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.
The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a Tariffed charge in Section 6.1, RATE SCHEDULES.

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to

Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

3.7 NON-DISCRIMINATION

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.8 FORM AND TIMING OF NOTICE

A notice, demand, or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. If a TX SET transaction does not exist, electronic notice shall be provided to the authorized representative for the Competitive Retailer in accordance with Section 3.9. Any notice, demand, or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand, or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of this Tariff, the “designated contact” shall be the contact(s) designated in the Delivery Service Agreement.

The timelines for the provision of notice from Company to Competitive Retailer are specified in applicable sections in this Tariff.

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

3.10 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Texas Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

3.11 GOVERNING LAWS AND REGULATIONS

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule, or regulation.

3.12 GOOD-FAITH OBLIGATION

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

3.13 QUALITY OF DELIVERY SERVICE

Company will use reasonable diligence to provide continuous and adequate Delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

3.14 COOPERATION IN EMERGENCIES

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization, and any other affected entities in the event of an emergency condition affecting the Delivery of Electric Power and Energy or the safety and security of persons and property.

3.15 SUCCESSORS AND ASSIGNS

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

3.17 WAIVERS

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

3.18 HOURS OF OPERATION

Company's normal hours of operation are 8:00 AM – 5:00 PM CPT on Monday – Friday, excluding holidays. Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may establish additional holiday observances by posting the additional holiday observance on Company's website no later than October 31 of the preceding calendar year. Company may expand its normal hours of operation at its discretion. Notwithstanding its designated hours of operation, Company shall ensure that personnel and other resources are available to process and complete service orders in compliance with Chapter 6 and other Applicable Legal Authorities. Company shall also ensure that personnel and other resources are available to respond to emergencies at all times.

3.19 PUBLIC SERVICE NOTICE

Company shall, as required by the Commission after reasonable notice, provide public service notices.

3.20 HEADINGS

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

Chapter 4: Service Rules and Regulations Relating to Access to Delivery System of Company by Competitive Retailers

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

4.1.2 REQUIRED NOTICE

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages, except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions, unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Retail Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.

However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer, or third party, regarding the design, construction, or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect, or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction, or operation of Company's Delivery System.

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

4.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time, and expected duration of the outage. If reasonably possible, Company shall provide notice to Competitive Retailer no later than one hour after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency if the emergency occurs during the Company's normal hours of operation as defined in Section 3.18. If the emergency occurs outside Company's normal hours of operation, Company shall provide notice as soon as reasonably possible under the circumstances to Competitive Retailer after the initiation of the

curtailment, interruption, or voltage reduction that occurs due to the emergency. Advanced notice shall also be provided, if reasonably possible, to those Retail Customers designated as Critical Care Residential Customers, Chronic Condition Residential Customers, Critical Load Industrial Customers, and Critical Load Public Safety Customers.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of broadband over power line (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Construction Service or Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

(1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and

(2) Competitive Retailer and Company execute a Delivery Service Agreement; or

(3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize a Retail Customer's connection to the Delivery System.

4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's Electrical Installation is known to be hazardous or interferes with the service of other Retail Customers; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

Company may decline to initiate Delivery Service if it cannot be provided consistent with Good Utility Practice. Company shall provide service and if a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence;
(4) Service address (including City and zip code) and directions to location, and access instructions as needed;
(5) Discretionary Services requested; and
(6) Requested date for Company to perform or provide Discretionary Services.

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services, including Construction Services, consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities,

unless the new Competitive Retailer is in default under this Tariff. Competitive Retailer may request a Meter Reading for the purpose of a self-selected switch subject to charges and timeframes specified in Chapter 6. Charges for a Meter Reading for the purpose of self-selected switch shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.5 SWITCHING FEE

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment, and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. When there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand Ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand Ratchet would not be reset, in which case, Company shall begin resetting Demand Ratchets for new Retail Customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility

for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the Scheduled Meter Reading Date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities.

4.3.8 SUSPENSION OF DELIVERY SERVICE

Company shall notify, as soon as reasonably possible, the affected Retail Customer's Competitive Retailer of a suspension of Delivery Service pursuant to Section 5.3.7.1.

4.3.9 CRITICAL CARE, CHRONIC CONDITION, CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE RESIDENTIAL CUSTOMER OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS

Upon receipt of the Application for Chronic Condition or Critical Care Residential Status, Company shall:

(1) Follow the procedures specified in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a Critical Care Residential Customer or Chronic Condition Residential Customer and for notifying the

Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;

(2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a Critical Care Residential Customer or Chronic Condition Residential Customer; and

(3) Ensure ESI IDs are properly identified for Critical Care Residential Customer or Chronic Condition Residential Customer status in Company systems and on applicable retail market transactions.

4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY CUSTOMER

Upon receipt of a request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer, Company shall:

(1) Follow the Company-established process for evaluating the request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for Critical Load Industrial Customer or Critical Load Public Safety Customer designation within one month of Company's receipt of the application;

(2) Upon request, provide to Competitive Retailer or Retail Customer a paper or electronic copy of the Company-established process for appeal;

(3) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in eligibility based on the appeal; and

(4) Ensure ESI IDs are properly identified for Critical Load Industrial Customer or Critical Load Public Safety Customer status in Company systems and on applicable retail market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

Company shall fulfill any other responsibilities pursuant to P.U.C. SUBST. R. 25.497.

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

(1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;

(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;

(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

4.3.11 RESTORATION OF DELIVERY SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3.12.1 MOVE OUT REQUEST

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction and Company shall discontinue Delivery Service to the Point of Delivery in accordance with Section 6.1, RATE SCHEDULES. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of this Tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery. Company shall provide service and if a charge has been authorized by the Commission, Company may assess a charge pursuant to Section 6.1, RATE SCHEDULES.

4.3.12.3 COORDINATED DISCONNECTION

Competitive Retailer and Company may coordinate the disconnection of a master-metered Premises; a Chronic Condition Residential Customer, Critical Load Industrial Customer, Critical Load Public Safety Customer, or Critical Care Residential Customer Premises; or any other Premises that presents a life-threatening or otherwise hazardous condition. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.

4.3.13 CUSTOMER REQUESTED CLEARANCE

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

4.3.14 EXTREME WEATHER

When Company discontinues performing disconnections for non-payment due to an extreme weather emergency determined pursuant to P.U.C. SUBST. R. 25.483, Company shall notify the PUCT as described in P.U.C. SUBST. R. 25.483. Additionally, Company shall provide notice to Competitive Retailers at the same time, pursuant to Section 3.8, FORM AND TIMING OF NOTICE.

4.4 BILLING AND REMITTANCE

4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

Not later than three Business Days after the scheduled date of a Meter Reading for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Reading for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days

to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

4.4.3 INVOICE CORRECTIONS

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, Meter inaccuracies, and Meter Reading errors. Company shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be trued-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section. Company shall provide notice to an affected Competitive Retailer pursuant to Section 3.8, FORM AND TIMING OF NOTICE, at least one Business Day before the rendition of corrected invoices affecting a total number of 100 or more ESI IDs served by Competitive Retailer when the rebilling corrects the same issue.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.4 BILLING CYCLE

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading Schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle subject to processing capabilities for Company's Meter Data and ERCOT's settlement data. Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification shall be provided in accordance with appropriate TX SET protocol. Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days' notice for any changes in the Meter Reading Schedule.

4.4.5 REMITTANCE OF INVOICED CHARGES

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a Valid Invoice. The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities. Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35th calendar day after the transmittal date of the Valid Invoice, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day that is not a Banking Holiday. Electronic invoices transmitted after 5:00 p.m. CPT shall be considered transmitted on the next calendar day.

Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

4.4.6 DELINQUENT PAYMENTS

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

4.4.7 PARTIAL PAYMENTS

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

4.4.8 INVOICE DISPUTES

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Reading if the estimation methodology has been approved by the Commission.

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

4.5.2.2 SIZE OF DEPOSIT

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

4.5.2.3 FORM OF DEPOSIT

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 (or equivalent), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade.

4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly

review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

4.5.2.6 REFUND OF DEPOSIT

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

(1) Competitive Retailer ceases operations within Company's service territory;
(2) Other arrangements are made for satisfaction of deposit requirements; or
(3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

(1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
(2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
(3) Is no longer certified as a Retail Electric Provider.

4.6.2 REMEDIES ON DEFAULT

4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's default related to failure to remit payment or maintain required security, Company may pursue any or all of the following remedies:

(1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
(2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
(3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;

(4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
(5) Require Competitive Retailer to do one of the following:
  (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
  (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

(1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
(2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
(3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff,

Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company shall make a reasonable effort to complete an Actual Meter Reading. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Reading to the Registration Agent within three Business Days of the Scheduled Meter Reading Date. If an Actual Meter Reading cannot be completed, an Estimated Meter Reading shall be performed for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a second Meter Reading at no cost to the Competitive Retailer or Retail Customer.

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits Company access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to Company, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the Retail Customer. If the

Competitive Retailer is notified that a Retail Customer denied Company access to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter, the Retail Customer has the following options:

a) Disconnection of service;
b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to perform Estimated Meter Reading for an additional 60 days in order to implement one of the options.

For a Critical Load Public Safety Customer or a Critical Load Industrial Customer, if the additional 60-days have expired and Company has failed to implement an option that provides access to a Critical Load Public Safety Customer or Critical Load Industrial Customer because the Retail Customer failed to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Company shall not perform Estimated Meter Reading for more than three consecutive Scheduled Meter Reading Dates for Retail Customer's Premises when Retail Customer has not denied access.

Company's failure to complete an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

Estimated Meter Reading performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reading is infeasible or Applicable Legal Authorities dictate an Estimated Meter Reading shall not be considered a break in a series of consecutive months of Estimated Meter Reading, and shall not be considered a month in a series of consecutive Estimated Meter Reading performed by Company.

4.7.2.3 STANDARD METER DATA

Company shall provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, Company shall provide to Competitive Retailer access to, and provide to Registration Agent, complete Interval Data for the prior calendar day for each Standard Meter in accordance with Applicable Legal Authorities. The inclusion of missing Interval Data does not meet the requirement of complete Interval Data

Company shall use reasonable efforts to ensure that the sum of all Interval Data reported by Company for a Standard Meter equals the monthly usage for the same billing period within the acceptable range established by the NAESB Uniform Business Practices (UBP), or any range established in a superseding Applicable Legal Authority. Despite Company's reasonable efforts, however, there will be instances when the Interval Data and the monthly usage for the same billing period are not equal within the acceptable range. Upon request, Company shall provide to Competitive Retailer a detailed explanation when the sum of the Interval Data does not equal the monthly usage within the acceptable range.

4.7.3 REPORTING MEASUREMENT DATA

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the

Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges to Competitive Retailer for the provision of the most recent 12 months of Meter Data used by Company for billing the Premises; however charges may apply for the provision of such data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the Scheduled Meter Reading Date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

(1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
(2) Data integrity is not compromised; and
(3) Access is technically feasible.

Meter Data, except as specified in Section 4.8.1.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, will be sent to the Competitive Retailer in complete billing periods.

All Meter Data values for IDR Meters and Standard Meters will contain an associated date/time field as a time stamp, consistent with protocols implemented through Applicable Legal Authorities. All time stamps will be reported in CPT. Meter Data from all other Meters will have a date field.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information and within three Business Days if requested by Competitive Retailer in a switch request, access to the most recent 12 months of historical usage and/or Interval Data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or Interval Data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of Meter Data, including Interval Data for any Premises for which Company records Interval Data. If access is not provided by the

Independent Organization, Company shall provide access to these data for each Retail Customer served using an IDR Meter, AMS-M Meter, or Standard Meter through a web-portal or other means such that the historical data are accessible at any time. Company shall ensure confidentiality of Retail Customer data through the unique Retail Customer passwords or personal identification numbers (PINs) established by the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from Standard Meters and IDR Meters will be sent as kWh during each interval. The kWh will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

4.8.1.3 METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING

If a Competitive Retailer requests a self-selected switch, Company shall perform the associated Meter Reading in accordance with the timelines provided in Chapter 6. Meter Readings for the purpose of a self-selected switch shall be provided to both the new and previous Competitive Retailers on the next Business Day following the Meter Reading date. For the new Competitive Retailer, the billing period begins with the date of the Meter Reading for the purpose of a self-selected switch, and for the previous Competitive Retailer, the billing period ends with the date of the Meter Reading for the purpose of a self-selected switch.

A Meter Reading to verify the accuracy of an original Meter Reading of a Non-Standard Meter, other than an AMS-M Meter, shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of Company's receipt of the request. If, based upon the Meter re-read, it is determined that the original monthly Meter Reading was in error, the Meter Reading and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service Charge will be applied by Company. If the Meter re-read determines that the original monthly Meter Reading was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company shall make a reasonable effort to complete an Actual Meter Reading. If Company does not complete an Actual Meter

Reading, Company shall perform an Estimated Meter Reading for invoicing purposes in accordance with this Tariff. Estimated usage must be identified as "Estimated" in the TX SET transactions.

Unless an Applicable Legal Authority has prescribed an estimation methodology, Company shall perform an Estimated Meter Reading consistent with the following: In no event shall estimated usage equal zero for a known active Meter, or equal or exceed double the usage from the previous month's Actual Meter Reading unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

For Meters other than Standard Meters, AMS-M Meters, and IDR Meters, when an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Readings. For Standard Meters, AMS-M Meters, and IDR Meters, Company shall consistently use reasonable methodologies to develop Estimated Billing Determinants. When Company must estimate Interval Data, it shall estimate the interval usage based on a methodology that reasonably accounts for the Retail Customer's consumption and consumption patterns. If requested, Company shall provide the estimation methodology used.

A Meter Reading for a Standard Meter, AMS-M Meter, or an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Reading cycle.

4.8.1.6 NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE

Company shall provide at least seven days advance notice to Competitive Retailer of any planned interruption to Company's ability to engage in market transactions or provide Meter Data to Competitive Retailer. Company shall provide notice of any significant unplanned interruptions to Company's market transactions or provision of Meter Data to Competitive Retailer no later than one hour after discovery or knowledge of the interruption. Notice is not required for short-term disruptions where market transactions or the provision of Meter Data are not affected or where there is no impact on Competitive Retailer. Company shall provide updates to Competitive Retailer in the event of changes to the expected duration of the interruption and inform Competitive Retailer when the interruption has concluded.

4.8.2 DATA FOR UNMETERED LOADS

For Unmetered Service, the following standards apply:

(1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
(2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
(3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from revisions to estimated Meter Data, data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data), and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect Meter Data, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.).

The following standards apply to such previously transmitted data:

(1) When corrections are made to previously sent TX SET data, the original TX SET data shall be first cancelled. Replacement TX SET data (labeled as replacement data) shall then be transmitted within one Business Day of the cancelled TX SET data;
(2) When corrections are made to previously sent TX SET data, the complete set of TX SET data pertaining to a Meter and billing cycle shall be provided in the replacement transaction. When sending or correcting TX SET data, each billing cycle for the affected Meter shall be in a distinct TX SET data set. Only the TX SET data for the affected billing cycle and Meter shall be transmitted;
(3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original TX SET data shall be cancelled and new TX SET data shall be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;
(4) Company shall make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;
(5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made in the TX SET data;
(6) All transactions containing corrections to a previously submitted TX SET transaction must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules; and
(7) For Interval Data associated with Standard Meters, for any replacement data that become available to Company due to corrected or revised actual or estimated intervals, Company shall timely replace the original Meter Data in the impacted intervals with such replacement data.

4.8.4 DATA EXCHANGE PROTOCOLS

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

(1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
(2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

(3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
(4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

(1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
(2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
(3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
(4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
(5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or
(4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

(1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
(2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
(3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

(1) Customer name, and if different, contact name;
(2) Contact phone number;
(3) ESI ID;
(4) Service address (including City and zip code) and directions to location when necessary; and
(5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages, and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff) which one of the three options it will select as its primary method for reporting interruptions,

irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

Chapter 5: Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

5.1.2 COMPANY CONTACT INFORMATION

Notices and other communications by Retail Customer to Company shall be addressed to:

Sr. Vice President and Chief Customer Officer
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 7th Floor
Dallas, Texas 75202-1234
1-888-313-6862

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Retail Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.

However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

5.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time, and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as Critical Care Residential Customers, Chronic Care Residential Customers, Critical Load Industrial Customers, and Critical Load Public Safety Customers. If Retail Customer believes it qualifies for designation as a Critical Care Residential Customer, Chronic Care Residential Customer, Critical Load Industrial Customer, or Critical Load Public

Safety Customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of BPL shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Construction Service or Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5.3 SERVICE

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of Delivery Service.

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

Company may decline to initiate Delivery Service if it cannot be provided consistent with Good Utility Practice. The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested. Company shall provide initiation of Delivery System Service in accordance with Section 6.1.

5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:
(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence and available;
(4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
(5) Construction Services requested; and
(6) Requested date for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section 5.7, FACILITIES EXTENSION POLICY and Section 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under this Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

5.3.4 SWITCHING FEES AND SWITCHOVERS

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:
1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the

same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;

3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. When there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand Ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based on the assumption that the Demand Ratchet would not be reset, in which case, Company shall begin resetting Demand Ratchet no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

5.3.6 CHANGES IN RATE SCHEDULES

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Reading date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology or different Billing Determinants, then the change shall be effective in the next full billing cycle.

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 URGENT SUSPENSIONS

Company may intentionally suspend Delivery Service to Retail Customer's Electrical Installation if it knows that providing the service is hazardous or a hazardous condition may be imminent, for as long as such condition exists or may be imminent, provided that such suspension eliminates or mitigates the hazardous condition and does not result in

another hazardous or life-threatening condition. Company shall take reasonable steps to notify Retail Customer as soon as possible after Company decides that it will suspend service. Where reasonable, Company shall post a notice of suspension and the reason for the suspension at the place of common entry or upon the front door of each affected Retail Customer as soon as possible after service has been disconnected..

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

5.3.7.2 OTHER SUSPENSIONS

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

(1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;

(2) In the event that Delivery Service to Retail Customer's Electrical Installation cannot be provided consistent with Good Utility Practice, after a reasonable opportunity has been provided to Retail Customer to remedy the situation;

(3) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(4) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;

(5) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises; or

(6) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that caused a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

(A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;

(B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;

(C) During an "extreme weather emergency" as defined in the Commission's customer protection rules;

(D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.

(i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:

(I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;

(II) have the subject person's attending physician submit a written statement to Company; and

(III) enter into a deferred payment plan.

(ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or

(E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Care Residential Customer, unless all of the procedures required by Company pursuant to P.U.C. SUBST. R. 25.497 and P.U.C. SUBST. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Load Industrial Customer or a Critical Load Public Safety Customer, unless all Company-established processes are followed. Upon request, Company shall provide a paper or electronic copy of all Company-established processes for the disconnection of a Critical Load Industrial Customer or Critical Load Public Safety Customer to Competitive Retailer.

5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request by a Competitive Retailer authorized to do so.

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility

therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electrical installations, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer shall install and maintain Retail Customer's Electrical Installation in accordance with all applicable Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer shall obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its Delivery System facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company shall decline to interconnect its Delivery System facilities with Retail Customer's Electrical Installation if it is known to be hazardous or would interfere with the service of other Retail Customers, and may decline to interconnect if satisfactory Delivery Service to Retail Customer cannot be provided consistent with Good Utility Practice.

5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electrical Installation to Company's Delivery System.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer shall, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install Delivery System facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's Premises for the installation of Delivery System facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering***. Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

(1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the

same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;

(2) The cost of replacing and repairing a Meter and associated Company equipment (including the Meter seal);

(3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and

(4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company shall notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission, the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which may be adversely affected by voltage fluctuations, distorted 60 hertz wave forms, or single phase events, are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

Retail Customer, or Competitive Retailer at the request of Retail Customer, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

5.5.5 POWER FACTOR

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.
The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW= (Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.
Each of the Retail Customer's monthly coincident peak kW Demands used to calculate the Retail Customer's average 4 CP kW Demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW = (Actual Monthly CP kW Demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for Power Factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW Demands will be used in determining the Billing kW under the applicable Tariff schedule.

If Company has a different Power Factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand Ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

Company will not provide Delivery Service to Retail Customer where any part of Retail Customer's Electrical Installation is located outside the State of Texas or is connected directly or indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

5.6.2 PARALLEL OPERATION

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or

Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

(1) Installation of standard facilities;
(2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
(3) Installation of non-standard facilities;
(4) Upgrades of facilities due to Customer adding load;
(5) Electric connections to temporary facilities; and
(6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section, 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Unless mutually agreed to by Company and Retail Customer, within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

5.7.4 ALLOWANCE FOR FACILITIES

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

5.7.5 NON-STANDARD FACILITIES

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

5.7.7 TEMPORARY DELIVERY SYSTEM

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery Services and Discretionary Charges not associated with Construction Services. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer.

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions in aid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

5.10 METER

5.10.1 METERING PRACTICES

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's Meter Data, Retail Customer's historical load data, and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

5.10.2.1 REQUIREMENTS

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

(1) Sufficient and proper space for installation of Meter and Metering Equipment;
(2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
(3) Meter loop; and
(4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No

Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

5.10.4 LOCATION OF METER

Consistent with Good Utility Practice, a Meter and its associated equipment shall be installed in a location that facilitates the provision of safe and reliable Delivery Service and accurate measurement and that provides a clear working space on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

Meters will not be installed as follows:
(1) In any hazardous location;
(2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
(3) Directly over any stairway, ramp or steps;
(4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
(5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
(6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

Company shall provide all services associated with the Meter unless otherwise authorized by the Commission in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:
(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) Meter Owner contact name, address and phone number;
(4) Meter Type and manufacturer;
(5) Competitive Retailers contact name and phone number;

(6) ESI ID if in existence and available;
(7) Service address and directions to location when appropriate;
(8) Service requested; and
(9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company Owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that will cause a change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next scheduled Meter Reading/billing cycle.

Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter Removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter Owner. However, if the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Chapter 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:
(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or

(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

5.11.2 COMPLAINTS

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

5.11.3 BILLING INQUIRIES

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:
(1) Retail Customer name, and if different, contact name;
(2) Retail Customer phone number, and if different, contact phone number;
(3) Service address (including city and zip code) and directions to location;
(4) ESI ID, if available; and
(5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

Chapter 6: Company Specific Items

6.1 Rate Schedules
6.1.1 Delivery System Charges
6.1.1.1 Charges for Transmission and Distribution System Service

6.1.1.1.1 Residential Service

AVAILABILITY
This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Each Individual Private Dwelling considered for Residential Service must have a unique 911 postal delivery address.

If a premise is used for non-residential purposes, Delivery Service will be provided under the Secondary Service or Primary Service rate schedule that the Company deems appropriate.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, pool houses, recreational vehicles or recreational vehicle parks, or for non-residential structures on the platted parcel of land requiring a separate Meter.

TYPE OF SERVICE
Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's Standard Meter. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$1.43	per Retail Customer
Metering Charge	$2.80	per Retail Customer
Distribution System Charge	$0.025344	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

Other Charges or Credits

V. Distribution Cost Recovery Factor: See Rider DCRF

VI. Rate Case Expense Surcharge: See Rider RCE

VII. Interest Savings Refund: See Rider ISR

VIII. Mobile Generation Rider: See Rider MG

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard distribution voltage.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's Standard Meter for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$2.26	per Retail Customer
Metering Charge	$4.61	per Retail Customer
Distribution System Charge	$0.021251	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage. Any recorded demand of greater than 10 kW will result in the premise being assigned to the Secondary Greater Than 10 kW rate schedule the following billing month.

UNMETERED SERVICE LESS THAN OR EQUAL TO 80 WATTS

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e*., a single ESI ID), subject to the following conditions:
    a. All aggregated devices must have the same assigned monthly energy consumption (*i.e*., either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
    b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the Meter Charge, a per device charge of $1 per month will be added to the applicable charges.

UNMETERED SERVICE LESS THAN 1 KILOWATT

Unmetered service may be available, at the Company's sole discretion for telecommunications devices (such as for 5G service) and associated equipment (collectively referred to as "devices"), attached to Company Delivery System facilities, whose maximum power requirements are between 81 and 999 watts, based on a 100% load factor, provided that the electric load can be reasonably estimated or predicted by the specifications of the installed equipment. The electric load will be determined from the manufacturer's specifications for the device or the actual test load, whichever is greater

Delivery Service to telecommunications devices whose maximum power requirements are between 81 watts and 999 watts will be billed subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load between 81 and 500 watts will be set at 360 kWh per device.
2. The monthly energy consumption for devices with a maximum load between 501 and 999 watts will be set at 719 kWh per device.
3. A maximum of 20 individual devices can be aggregated to a single account (*i.e*., a single ESI ID), subject to the following conditions:
    a. All aggregated devices must have the same assigned monthly energy consumption (*i.e*., either 360 kWh or 719 kWh per device);
    b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the Meter Charge, a per device charge of $1 per month will be added to the applicable charges.

AGREEMENT

For Unmetered Service Less Than Or Equal To 80 Watts: Provision of unmetered service will require an agreement that includes certification by the Retail Customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by Retail Customer to obtain Company's authorization for changes to unmetered service (including but not limited to the number of devices, the types of devices, and the location of devices) may result in Company's refusal to continue service. Retail Customer bears the responsibility to inform the Company of any changes that would result in a change to any amounts billed.

For Unmetered Service Less Than 1 kW: The Company will require a written agreement listing the location of each device and/or piece of equipment, the name and model number of each connected device, and the kWh to be used for billing, for each device associated with an ESI ID. Written request/notice from the Retail Customer is required in advance of any additions, deletions, or changes in the connected load served under this provision. It is the Retail Customer's obligation to inform the Company of any additions or reductions in load.

Reduction to the number of devices will be prospective from the date of notification by Retail Customer. Additions to the number of devices will be retroactive to the date of the installation regardless of the time period.

Any market order/transaction (such as a disconnection order) for a device aggregated into one account may result in all aggregated devices on that account being impacted by the order/transaction.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.3 Secondary Service Greater Than 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's Standard Meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowed, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$11.13	per Retail Customer
Metering Charge	$21.30	per Retail Customer
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	$5.121040
Greater than 20 kW	0% - 10%	$7.144928
	11% - 15%	$6.401242
	16% - 20%	$6.141092
	21% - 25%	$5.969330
	26% and above	$5.121040

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI.	**Distribution Cost Recovery Factor:**	See Rider DCRF
VII.	**Rate Case Expense Surcharge:**	See Rider RCE
VIII.	**Interest Savings Refund:**	See Rider ISR
IX.	**Mobile Generation:**	See Rider MG

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15-minute period of maximum use during the billing month.

DETERMINATION OF 4CP kW

The 4CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15-minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF ANNUAL LOAD FACTOR

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December} * \text{Days in Billing Periods} * 24}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

Billing kW applicable to Riders NDC, DCRF, RCE, ISR and MG charges shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.4 Primary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's Standard Meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$9.43	per Retail Customer
Metering Charge	$19.60	per Retail Customer
Distribution System Charge	$0.010164	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

COMPANY SPECIFIC APPLICATIONS

Any recorded demand of greater than 10 kW will result in the premise being assigned to the Primary Greater Than 10 kW rate schedule the following billing month.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's Standard Meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$15.23	per Retail Customer
Metering Charge	$46.60	per Retail Customer
Distribution System Charge	$3.706828	per Distribution System billing kW

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15-minute period of maximum use during the billing month.

DETERMINATION OF 4CP kW

The 4CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15-minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum 15-minute NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the 15-minute NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the 15-minute NCP kW for the current billing month or 80% of the highest monthly 15-minute NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

AVAILABILITY

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's Standard Meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$191.05	per Retail Customer
Metering Charge	$334.33	per Retail Customer
Distribution System Charge	$0.999267	per Distribution System billing kW

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges and Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15-minute period of maximum use during the billing month.

DETERMINATION OF 4CP kW

The 4CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15-minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW. In regard to the Transmission Cost Recovery Factor, Premises billed using their NCP kW shall be billed at the $/4CP rate under Rider TCRF.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum 15-minute NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the 15-minute NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the 15-minute NCP kW for the current billing month or 80% of the highest monthly 15-minute NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.7 Transmission Service

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's Standard Meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	$213.22	per Retail Customer
Metering Charge	$338.08	per Retail Customer
Distribution System Charge	$0.506367	per Distribution System billing kW

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

COMPANY SPECIFIC APPLICATIONS

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF 4CP kW

The 4CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15-minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4CP kW will be billed based on estimated 4CP kW, in accordance with the following procedures:

(a) Retail Customers having interval data for fewer than 4CP kW, but at least two CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4CP kW will be set based on mutual agreement between the Retail Customer and the Company.

(b) Retail Customers that do not have at least two CP kW will be billed by estimating the Retail Customer's 4CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4CP kW = (NCP kW * TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent base rate proceeding using the following formula:

$$TCCF = \frac{\Sigma \text{ Class CP kW for June, July, August, September}}{\Sigma \text{ Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

The Billing kW applicable to the Distribution System Charge shall be the higher of the 15-minute NCP kW for the current billing month or 80% of the highest monthly 15-minute NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.8 Lighting Service

Street Lighting Service

AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities, and in areas served by Company, to Competitive Retailer for Street Lighting Service to Homeowner's Associations where no other governmental entity has elected to enter into a Street Light Agreement for the street lights within the Homeowners' Association. For the purposes of this rate schedule, a Homeowners' Association may be considered a governmental entity in incorporated and unincorporated areas where no other governmental entity has elected to enter into a Street Light Agreement for the street lights within the Homeowners' Association. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule and is not available to Homeowners Associations.

TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

MONTHLY RATE

I. Unmetered Facilities

Points of Delivery (POD) Charge: $58.44 per governmental entity served by the Competitive Retailer.

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor*	175	7,900	70	$11.14	$16.74	$1.55	$24.33	$12.30
(See Note 1)	400	21,000	150	$13.02	$20.99	$3.19	N.A.	N.A.
	1,000	63,000	370	$17.01	$24.83	$7.86	N.A.	N.A.
Sodium Vapor	100	9,500	40	$10.71	$16.33	$0.85	$23.88	$11.71
	150	16,000	70	$11.25	$19.23	$1.49	N.A.	N.A.
	200	22,000	80	$12.02	$20.00	$1.70	N.A.	N.A.
	250	27,500	100	$12.84	$20.82	$2.13	$23.53	N.A.
	400	50,000	160	$14.21	$22.18	$3.40	N.A.	N.A.
	1,000*	140,000	375	$17.37	$25.08	$7.97	N.A	N.A.
Metal Halide *	150	14,000	65	$11.60	N.A	$1.38	N.A.	N.A.
	175 (see note 2)	14,000	65	$11.60	$19.17	$1.38	N.A.	N.A.
	250	25,000	100	$13.21	$22.18	$2.13	N.A.	N.A.
	400	36,000	160	$14.21	$22.18	$3.40	$33.25	N.A.
	1,000*	110,000	370	$17.19	$25.07	$7.86	$36.22	N.A.

Other:				
Lamp	Watts	Lumens	kWh	
Incandescent *	All			$10.73
Historical*				
Mercury Vapor	175	7,900	70	$14.25
Sodium Vapor	100	9,500	40	$13.81
Sodium Vapor	150	16,000	70	$14.23
Metal Halide	175	14,000	65	$17.07

* Closed to new street lighting installations.

LED Street Lighting Options

Lamp	Wattage Range	kWh	Schedule A LED Street Lighting				Schedule D LED Street Lighting
			Cobra Head (See Note 3)	Rectangular (See Note 4)	Post – Top (See Note 4)	Historical (See Note 4)	
LED	0 - 55	15	$10.37	$19.86	$13.33	$25.34	$0.41
LED	56 - 100	30	$10.68	$20.64	$13.61	$25.56	$0.67
LED	101 - 140	45	$11.53	$21.23	N/A	N/A	$0.96
LED	141 - 180	55	$12.21	N/A	N/A	N/A	$1.17
LED	181 - 265	80	$13.07	N/A	N/A	N/A	$1.70

Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor lamps as long as replacement lamps are available. When replacement lamps are no longer available or existing fixtures are damaged or fail and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor and Metal Halide Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt Mercury Vapor.

Note 2: Metal Halide option is closed to new installations. Company will continue to maintain existing metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available or existing fixtures are damaged or fail and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor and Metal Halide Fixture Replacement Schedule below or to cancel service at no cost.

Note 3: **Schedule A Cobra Head LED Street Lighting applies to:**
Company installed, owned, operated, and maintained street lights mounted on wood poles with a cobra head arm and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the Standard Allowance for the Cobra Head Street Lighting Option.

Note 4: **Schedule A Rectangular, Post-Top, and Historical LED Street Lighting applies to:**
Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the Standard Allowance for the applicable LED Street Lighting Option.

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

Other Charges or Credits

V. Distribution Cost Recovery Factor: See Rider DCRF

VI. Rate Case Expense Surcharge: See Rider RCE

VII. Interest Savings Refund: See Rider ISR

VIII. Mobile Generation: See Rider MG

DEFINITIONS

Homeowners' Association:
An incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential subdivision, planned unit development, condominium or townhouse regime, or similar planned development.

Pedestrian Walkway Lighting:
Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

Standard Allowance:
An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground. For LED Street Lighting Options, the standard allowance is equal to the installed cost of the following:

Cobra Head - an LED street light mounted on a 35' wooden pole, with a cobra head arm, served overhead.
Rectangular - a Rectangular LED street light mounted on a 20' steel anchor-based pole, served underground.
Post-Top - a Post-Top LED street light mounted on a 20' fiberglass pole, served underground.
Historical - a Historical LED street light mounted on a 11' aluminum anchor-based historical pole, served underground.

Repair and Maintenance:
Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

Replacement:
Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:
Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies delivery service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:

Schedule A applies to:
Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

Schedule B applies to:
Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of $5.18 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Schedule C applies to:
Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company-owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

Schedule D applies to:
Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

CONVERSION OR REPLACEMENT OF EXISTING FUNCTIONAL FACILITIES AT RETAIL CUSTOMER'S REQUEST

Company will convert or replace existing Company-owned, functional facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of $154 for each luminaire, to cover the cost of removal of existing facilities and an amount equal to the unamortized investment in the converted or replaced facilities, less the salvage value of the existing facilities. If the salvage value of the converted or replaced facilities is less than $0, this negative salvage value will be treated as additional cost to be paid by the Retail Customer. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

Company will limit the conversion of fully operable mercury vapor, sodium vapor, and metal halide street lights to any LED Street Lighting Options to a maximum of 10,000 street lights per year. Additional conversions will be at the sole discretion of the Company.

Customer Requested Removal of Existing Facilities
Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.3.1, Charge No. SD16.

SPECIAL CONDITIONS

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

At the Company's sole discretion, it may determine that a specific lamp type is no longer commercially available under reasonable terms. When the Company makes such a determination, the option to utilize that specific lamp type for new installations, replacements, or conversions will terminate, and service will be provided under an alternative lamp type from that point forward.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

The Lumen, Watt, and kWh levels shown in the tables above for all lighting options reflect a target average lumen output, a target average wattage level, and a target average kWh level. The target average levels may not be representative of any particular lamp or LED luminaire.

All street lights will burn out and/or dim over time, including LED luminaires. Thus the lumens delivered by a street light will vary over time and will vary from lamp to lamp and LED luminaire to luminaire. Any referenced lumens are initial estimates of a target average, based upon the lamp or luminaire type. No specific level of lumens is guaranteed by the Company or by this Rate Schedule. Wattage levels and ranges shown are approximations of a target average. No specific wattage level on any particular lamp or luminaire is guaranteed by the Company or by this Rate Schedule.

Retail Customer shall not hold Company liable for any variations in lamp or LED luminaire performance from the target average specifications stated in this rate schedule nor for how lamp or LED luminaires evolve over time in comparison to earlier variants.

LED lights are an emerging technology with no established industry standard. By choosing an LED lighting option, Retail Customer acknowledges this fact and accepts that there will be variances between LED light luminaires. Such variances may reflect, at a minimum and without limitation: luminaire physical appearance and differing levels of lumens, watts, and monthly kWh.

AGREEMENT

An Agreement for Street Lighting Service with a term of not less than ten years is required.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

MONTHLY RATE

I. Metered Facilities – Non-Company Owned

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	$2.27	per Retail Customer
Metering Charge	$4.62	per Retail Customer
Distribution System Charge	$0.021251	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

VIII. Mobile Generation: See Rider MG

MONTHLY RATE

I. Metered Facilities - Company-Owned (Closed to new installations)

Customer Charge	$2.28	per Retail Customer
Metering Charge	$4.63	per Retail Customer
Distribution System Charge	$0.114974	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

MERCURY VAPOR AND METAL HALIDE FIXTURE REPLACEMENT SCHEDULE

For Company-owned lights, when existing mercury vapor or metal halide fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor or LED Cobra Head lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			**Sodium Vapor Replacement :**			**Comparable LED Replacement :**	
Wattage	**Lumens**	**kWh**	**Wattage**	**Lumens**	**kWh**	**Wattage Range**	**kWh**
175	7,900	70	100	9,500	40	0 – 55	15
400	21,000	150	200	22,000	80	101 – 140	45
1,000	63,000	370	400	50,000	160	181 – 265	80
Existing Metal Halide Lighting :			**Sodium Vapor Replacement :**			**Comparable LED Replacement :**	
Wattage	**Lumens**	**Wattage**	**Wattage**	**Lumens**	**kWh**	**Wattage Range**	**kWh**
150	14,000	65	150	16,000	70	56 – 100	30
175	14,000	65	150	16,000	70	56 – 100	30
250	25,000	100	250	27,500	100	141 – 180	55
400	36,000	160	400	50,000	160	181 – 265	80
1,000	110,000	370	400	50,000	160	181 – 265	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor or metal halide lighting to street lighting options other than those indicated above, as stated in “CONVERSION OR REPLACEMENT OF EXISTING FACILITIES.”

Outdoor Lighting Service (CLOSED)

AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

MONTHLY RATE

I. Unmetered Facilities

Point of Delivery (POD) Charge: $1.26 per premise.

Guard Lights

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor	175	70	7,900	$6.78
(See Note 1)	400	150	21,000	$10.34
Sodium Vapor	100	40	9,500	$6.38
	200	80	22,000	$9.04
LED	0 - 55	15	Not Applicable	$10.35
(See Note 2)	56 - 100	30		$10.67
	101 - 140	45		$11.51
	141 - 180	55		$12.19
	181 - 265	80		$13.05

Flood Lights

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	$8.79
	250	100	25,000	$11.95
	400	160	36,000	$14.41
	1000	370	110,000	$25.26
Sodium Vapor	100	40	9,500	$8.68
	200	80	22,000	$9.04
	250	100	27,000	$11.16
	400	160	50,000	$14.26
	1000	375	140,000	$26.12
LED	0 – 55	15	Not Applicable	$10.35
	56 - 100	30		$10.67
	101 - 140	45		$11.51
	141 - 180	55		$12.19
	181 - 265	80		$13.05

Note 1: Company will continue to maintain existing Mercury Vapor and Metal Halide installations as long as replacement lamps are available. As existing fixtures are damaged or fail and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor and Metal Halide Fixture Replacement Schedule below or cancel service at no cost.

Note 2: The 0-55W LED Guard Light is an open bowl LED light. The LED Guard Lights at wattages greater than 55W are LED Cobra Head Street Lights.

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

IX. Mobile Generation: See Rider MG

Extra Spans: Plus $2.77 per span of secondary line installed hereunder in excess of one span per light.

MERCURY VAPOR AND METAL HALIDE FIXTURE REPLACEMENT SCHEDULE

When existing mercury vapor or metal halide fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor or LED lighting at no cost as specified below:

Existing Mercury Vapor Lighting :			**Sodium Vapor Replacement :**			**Comparable LED Replacement :**	
Wattage	**Lumens**	**kWh**	**Wattage**	**Lumens**	**kWh**	**Wattage Range**	**kWh**
175	7,900	70	100	9,500	40	0 – 55	15
400	21,000	150	200	22,000	80	101 – 140	45
Existing Metal Halide Lighting :			**Sodium Vapor Replacement :**			**Comparable LED Replacement :**	
Wattage	**Lumens**	**kWh**	**Wattage**	**Lumens**	**kWh**	**Wattage Range**	**kWh**
175	14,000	65	150	16,000	70	56 – 100	30
250	25,000	100	250	27,500	100	141 – 180	55
400	36,000	160	400	50,000	160	181 – 265	80
1,000	110,000	370	400	50,000	160	181 – 265	80

Retail Customer is not limited to the Comparable LED Replacement option listed above, but may choose from any LED Guard Light or Flood Light option shown in the Outdoor Lighting table. Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the replacement lighting.

MAINTENANCE OF FACILITIES

Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

REMOVAL OF EXISTING FACILITIES

Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Section 6.1.3.1 Uniform Discretionary Service Charge 16 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.2 Schedule TC

6.1.1.2.1 Rider TC - Transition Charge

NOT APPLICABLE

6.1.1.3 CTC

6.1.1.3.1 Rider CTC - Competition Transition Charge

NOT APPLICABLE

6.1.1.4 Charges for SBF

6.1.1.4.1 Rider SBF - System Benefit Fund

NOT APPLICABLE

6.1.1.5 Charges for Nuclear Decommissioning

6.1.1.5.1 Rider NDC - Nuclear Decommissioning Charges

AVAILABILITY

Applicable, pursuant to Subchapter G, of Chapter 39 of the Utilities Code, to all existing or future Retail Customers, including the facilities, premises, and loads of those Retail Customers, within the Company's geographical certificated service area.

NET MONTHLY BILL AMOUNT

The Nuclear Decommissioning Charge Factor for each of the Company's stranded cost recovery classes is as follows:

Stranded Cost Recovery Class	Nuclear Decommissioning Charge Factor (NDCF)	
Residential Service	$ 0.000199	per kWh
Secondary Service Less than or Equal to 10 kW	$ 0.000130	per kWh
Secondary Service Greater than 10 kW	$ 0.045	per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	$ 0.000130	per kWh
Primary Service Greater than 10 kW – Distribution Line	$ 0.041	per Distribution System billing kW
Primary Service Greater than 10 kW – Substation	$ 0.049	per Distribution System billing kW
Transmission Service	$ 0.045	per Distribution System billing kW
Lighting Service	$ 0.000162	per kWh

The amount to be billed is determined by multiplying the Retail Customer's billing determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Nuclear Decommissioning Charge Factor and is rounded to the nearest cent.

6.1.1.6 Other Charges

6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF)

APPLICABILITY

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

MONTHLY RATE

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, 4 CP kW or NCP kW).

The TCRF shall be calculated for each rate according to the following formula:

$$TCRF = \frac{\{[\sum_{i=1}^{N}(NWTR_i * NL_i) - \sum_{i=1}^{N}(BWTR_i * NL_i)] * 1/2 * ALLOC\} + ADJ}{BD}$$

rounded to nearest $.000001

Where:

TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.

$NWTR_i$ = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.

$BWTR_i$ = The base wholesale transmission rate of the TSP represented in the $NWTR_i$ used to develop the retail transmission charges of the Company, in the Company's last rate case.

NL_i = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the $NWTR_i$.

ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	45.88067225%
Secondary Service Less Than or Equal to 10 kW	1.28244083%
Secondary Service Greater Than 10 kW	33.35359266%
Primary Service Less Than or Equal to 10 kW	0.01326433%
Primary Service Greater Than 10 kW Distribution Line	8.38539747%
Primary Service Greater Than 10 kW Substation	2.74636637%
Transmission Service	8.33826609%
Lighting Service	0.00000000%

ADJ = $$\sum_{p=1}^{6}\left\{EXP_p - \left(REV_p - ADJP1_p - ADJP2_p\right)\right\}$$

Where:

ADJ = Adjustment to Rate Class TCRF to include prior periods' over/(under) recovery.

EXP_p = Transmission expense not included in base rates for period p.

REV_p = TCRF revenue for period p.

$(REV_p – ADJP1_p – ADJP2_p)$ = TCRF Revenue for period p excluding prior period adjustments included in period p.

$ADJP1_p$ = one-sixth of ADJ calculated in the previous TCRF update for the periods 5 and 6.

$ADJP2_p$ = one-sixth of ADJ calculated in the second previous TCRF update for the periods 1- 4.

BD = Each class's billing determinant (kWh, 4 CP kW, or NCP kW) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Transmission Cost Recovery Factor (TCRF)

	Residential Service	Secondary Service			Primary Service				Transmission Service
		≤ 10 kW	>10 kW		≤ 10 kW	>10 kW Distribution Line		Substation	
Effective Date	($/kWh)	($/kWh)	($/NCP kW)	($/4CP kW)	($/kWh)	($/NCP kW)	($/4CP kW)	($/4CP kW)	($/4CP kW)
Sept. 1, 2025	0.023580	0.018157	5.114972	5.480386	0.013230	6.496621	4.230986	5.204374	3.395215
March 1, 2025	0.018796	0.018606	4.675281	5.165317	0.012931	5.719614	4.703700	4.874275	3.960773
Sept. 1, 2024	0.021800	0.018422	4.959012	5.204771	0.009666	5.456689	4.659425	3.232099	4.854456
March 1, 2024	0.016291	0.014368	4.369967	4.874899	0.009247	5.498543	4.396273	2.973098	4.960216
Sept. 1, 2023	0.021863	0.014200	4.804866	5.098769	0.009584	3.517657	4.837751	4.929170	5.396518
May 1, 2023	0.011873	0.010543	3.972133	4.791635	0.007678	3.365363	5.044864	4.737573	5.210817
March 1, 2023	0.012599	0.010704	4.262818	6.392903	0.006823	1.378076	4.354400	2.511649	3.957969
Sept. 1, 2022	0.020743	0.012761	4.688229	6.512731	0.006003	1.456871	4.465550	3.055338	3.948822
March 1, 2022	0.015574	0.010623	3.967045	6.210678	0.006846	1.667928	4.414792	3.002517	3.902847
Sept. 1, 2021	0.018410	0.011402	4.473975	5.748051	0.008041	2.064123	4.040442	2.829599	3.476959
March 1, 2021	0.012721	0.010119	4.114300	5.188910	0.006738	1.779077	3.638539	2.674908	3.186437
Sept. 1, 2020	0.016805	0.010101	3.859794	5.061664	0.004936	1.342499	3.368354	2.468120	3.427640
March 1, 2020	0.014176	0.009918	3.620742	5.125790	0.005080	1.608477	3.440228	2.913482	3.964372
Sept. 1, 2019	0.017159	0.010719	3.860599	5.069568	0.005171	1.119488	3.881819	2.901811	4.054669
March 1, 2019	0.010353	0.007932	3.005813	4.594181	0.003416	0.982532	4.093643	2.235325	3.743730
Sept. 1, 2018	0.015920	0.008740	3.440786	4.566693	0.000514	0.723472	4.107310	3.148377	4.006269
March 1, 2018	0.012056	0.008639	3.151195	4.406363	0.006809	0.762847	3.914913	4.188032	4.265052
Nov. 27, 2017	0.014451	0.009112	3.292912	4.399344	0.006462	1.632997	3.820825	4.341133	4.211773
Sept. 1, 2017	0.016932	0.008562	3.832656	4.080148	0.007700	2.660327	3.892624	3.734070	3.364682
March 1, 2017	0.013279	0.008312	3.727956	4.176011	0.008566	3.220249	4.132524	3.667418	3.518126
Sept. 1, 2016	0.017099	0.008810	4.026318	4.147862	0.008694	3.725416	4.284415	2.190903	3.485010
March 1, 2016	0.010878	0.006844	3.295464	3.920838	0.007985	2.721529	3.510469	3.304420	3.061538
Sept 1, 2015	0.014101	0.006987	3.472800	3.755437	0.006853	2.476787	3.462231	3.576640	3.159436
March 1, 2015	0.012189	0.006771	3.264002	3.770375	0.006071	2.919763	3.677512	3.494888	3.544887
Sept 1, 2014	0.012012	0.006736	3.481646	3.795392	0.006041	2.628477	3.639964	3.520538	3.667981
March 1, 2014	0.010953	0.007165	3.079186	3.516757	0.005666	2.521523	3.325860	3.350609	3.605516
Sept. 1, 2013	0.012052	0.006532	2.665916	2.778674	0.004906	2.158241	2.616894	2.759452	2.840117
March 1, 2013	0.007926	0.005692	2.222965	2.550483	0.004282	2.232660	2.548630	2.803877	2.665781
Sept. 1, 2012	0.010553	0.006286	2.440971	2.508042	0.004183	2.175351	2.568354	2.655406	2.636809
March 1, 2012	0.005386	0.004840	1.827715	2.142828	0.004089	1.785852	2.237058	2.337749	2.228859
Sept. 1, 2011	0.007673	0.004833	1.976561	2.122139	0.003479	2.081311	2.186947	2.405318	2.231749
July 1, 2011	0.006872	0.004678	1.846436	2.059691	0.003346	2.124988	2.193299	2.402998	2.249449

Transmission Cost Recovery Factor (TCRF)

	Residential Service	Secondary Service			Primary Service				Transmission Service
		≤ 10 kW	>10 kW		≤ 10 kW	>10 kW Distribution Line		Substation	
Effective Date	($/kWh)	($/kWh)	($/NCP kW)	($/4CP kW)	($/kWh)	($/NCP kW)	($/4CP kW)	($/4CP kW)	($/4CP kW)
March 1, 2011	0.000950	0.000731	0.283570	0.385626	0.000629	0.302083	0.396410	0.283060	0.422800
March 1, 2010	0.000516	0.000343	0.128406	0.175714	0.000259	0.144377	0.172643	0.190319	0.186001
Dec. 30, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.105518	0.117411	0.120862	0.120722
Sept. 17, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.112336	0.117110	0.117110	0.120722
Sept. 1, 2009	0.002356	0.002462	0.472547	0.840573	0.001623	0.479068	0.720912	0.720912	0.691746
March 1, 2009	0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.669826	0.642727
Sept. 1, 2008	0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.619825	0.573063
March 1, 2008	0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.520303	0.481049
Sept. 1, 2007	0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.414901	0.440732
March 1, 2007	0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.328701	0.349165
Sept. 1, 2006	0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.242577	0.379605
March 1,2006	0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.176270	0.275841
Sept. 1, 2005	0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.202486	0.278379
March 1, 2005	0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.218281	0.284134
Sept. 1, 2004	0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.225077	0.326989
March 1, 2004	0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.130178	0.189120
Sept. 1, 2003	0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.104723	0.133828
March 1, 2003	0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.060388	0.078650
Sept. 1. 2002	0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.017807	0.013191
Jan. 1, 2002	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

6.1.1.6.2 Rider CMC - Competitive Metering Credit

AVAILABILITY

Applicable, pursuant to PURA § 39.107 (b) and (i) and PUCT Substantive Rule § 25.311, to any non-residential Retail Customer required by the Independent Organization to have an Interval Data Recorder Meter or a non-residential Retail Customer that is a party of an energy savings performance contract and Company has installed a Non-Company Owned Billing Meter.

NET MONTHLY BILL AMOUNT

The Competitive Metering Credit for each of the Company's eligible retail rate schedules is as follows:

Rate Schedule	Meter Credit
Secondary Service Less than or Equal to 10 kW	$1.57 per month
Secondary Service Greater than 10 kW	$2.09 per Month
Primary Service Less than or Equal to 10 kW	$1.65 per Month
Primary Service Greater than 10 kW – Distribution Line	$2.83 per Month
Primary Service Greater than 10 kW - Substation	$4.96 per Month
Transmission Service	$4.96 per Month
Lighting Service (Metered Facilities)	$1.57 per Month

The Retail Electric Provider of record for the applicable Retail Customer will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter.

Rider CMC is not applicable to Retail Customers being provided service under the Residential Service Rate Schedule or the Unmetered Facilities Monthly Rate contained in the Lighting Service Rate Schedules.

AGREEMENT

An Agreement for Meter Ownership and/or Access for Non-Company Owned Meters is required.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.6.3 Rider EECRF - Energy Efficiency Cost Recovery Factor

APPLICATION

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.182(d), to all eligible customers in energy efficiency rate classes that receive services under the Company's energy efficiency programs.

METHOD OF CALCULATION

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually and shall equal by energy efficiency rate class the sum of: forecasted energy efficiency costs, any adjustment for past over-recovery or under-recovery of EECRF costs including interest, any approved energy efficiency performance bonus for the previous year, any EECRF proceeding expenses from the previous year, and any applicable evaluation, measurement, and verification costs as determined by the commission; divided by the forecasted billing units for each class in demand or kWh.

MONTHLY RATE

Energy Efficiency Cost Recovery Factor (EECRF)

	Residential Service	Secondary Service		Primary Service			Transmission Service		Lighting Service
		≤ 10 kW*	> 10 kW*	≤ 10 kW*	> 10 kW – Distribution Line*	> 10 kW – Substation*	Non-Profit	For Profit	
Effective Date	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)
March 1, 2025	0.001137	(0.000196)	0.000223	(0.000030)	0.000551	0.000014	(0.000102)	0.000000	0.000000
March 1, 2024	0.001024	0.000036	0.000407	0.000058	0.000347	0.000127	(0.000088)	0.000000	0.000000
March 1, 2023	0.001028	0.000601	0.000642	(0.000062)	0.000182	0.000012	0.000210	0.000000	0.000000
March 1, 2022	0.001061	0.000636	0.000637	0.000193	0.000061	0.000079	0.000017	0.000000	0.000000
March 1, 2021	0.000861	(0.000081)	0.000475	(0.000048)	0.000065	0.000243	0.000657	0.000000	0.000000
March 1, 2020	0.000739	0.000282	0.000348	0.000243	0.000346	0.000229	0.000052	0.000000	0.000000
March 1, 2019	0.000755	0.000318	0.000414	(0.000062)	0.000235	0.000004	0.000016	0.000000	0.000000
March 1, 2018	0.000760	(0.000114)	0.000444	0.000142	0.000158	(0.000010)	0.000545	0.000000	0.000000
March 1, 2017	0.000780	0.000329	0.000444	(0.000021)	0.000057	(0.000159)	(0.000104)	0.000000	0.000000
March 1, 2016	0.000995	0.001505	0.000459	0.000461	(0.000005)	(0.000046)	0.001335	0.000000	0.000000
March 1, 2015	0.001025	0.000997	0.000353	(0.000065)	0.000756	0.000025	0.000173	0.000000	0.000001
March 1, 2014	0.001014	0.000437	0.000525	(0.000004)	0.000649	0.000680	0.000525	(0.000002)	0.000000
	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)
Dec. 31, 2012	1.23	0.23	11.59	(2.58)	95.76	130.77	132.02	(1.61)	0.00

Energy Efficiency Cost Recovery Factor (EECRF)

	Residential Service	**Secondary Service**		**Primary Service**			**Transmission Service**		**Lighting Service**
		≤ 10 kW*	> 10 kW*	≤ 10 kW*	> 10 kW – Distribution Line*	> 10 kW – Substation*	Non-Profit	For Profit	
	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)	($/kWh)
Effective Date	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)
Jan. 3, 2012	0.99	0.36	6.65	(0.05)	130.77	130.77	(224.74)	(224.74)	0.00
Dec. 30, 2010	0.91	0.01	8.14	4.79	75.91	185.59	(71.62)	(71.62)	0.00
Dec. 30, 2009	0.89	0.11	9.66	0.06	59.87	720.49	273.71	273.71	0.00
Sept. 17, 2009	0.92	0.22	8.68	0.00	76.27	76.27	443.77	443.77	0.00
Dec. 29, 2008	0.22	(0.79)	2.48	(2.17)	26.17	26.17	(227.52)	(227.52)	(0.17)

***** Excludes those industrial customers taking electric service at distribution voltage qualifying for the exemption pursuant to Substantive Rule § 25.181(u).

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.6.4 Rider Distribution Cost Recovery Factor (DCRF)

APPLICABILITY

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable distribution service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.243 and § 25.62, are necessitated by incremental distribution costs not included in the Company's last general rate case proceeding before the Commission.

MONTHLY RATE

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this distribution service charge adjustment based on the monthly per unit cost (DCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh or Billing kW).

The DCRF shall be calculated for each rate according to the following formula:

$$DCRF = [((DIC_C - DIC_{RC}) * ROR_{AT}) + (DEPR_C - DEPR_{RC}) + (FIT_C - FIT_{RC}) + (OT_C - OT_{RC}) + RAMORT - \sum(DISTREV_{RC\text{-}CLASS} * \%GROWTH_{CLASS})] * ALLOC_{CLASS} / BD_{C\text{-}CLASS}$$

rounded to nearest $.000001

Where:

DIC_C = Current Net Distribution Invested Capital

DIC_{RC} = Net Distribution Invested Capital from the last comprehensive base-rate proceeding.

ROR_{AT} = After-Tax Rate of Return as defined in Substantive Rule § 25.243(d)(2).

$DEPR_C$ = Current Depreciation Expense, as related to Current Gross Distribution Invested Capital, calculated using the currently approved depreciation rates.

$DEPR_{RC}$ = Depreciation Expense, as related to Gross Distribution Invested Capital, from the last comprehensive base-rate proceeding.

FIT_c = Current Federal Income Tax, as related to Current Net Distribution Invested Capital, including the change in federal income taxes related to the change in return on rate base and synchronization of interest associated with the change in rate base resulting from additions to and retirements of distribution plant as used to compute Net Distribution Invested Capital.

FIT_{RC} = Federal Income Tax, as related to Net Distribution Invested Capital from the last comprehensive base-rate proceeding.

OT_C = Current Other Taxes (taxes other than income taxes and taxes associated with the return on rate base), as related to Current Net Distribution Invested capital, calculated using current tax rates and the methodology from the last comprehensive base-rate proceeding, and not including municipal franchise fees.

OT_{RC} = Other Taxes, as related to Net Distribution Invested Capital from the last comprehensive base-rate proceeding, and not including municipal franchise fees.

$DISTREV_{RC\text{-}CLASS}$ (Distribution Revenues by rate class based on Net Distribution Invested Capital from the last comprehensive base-rate proceeding) = $(DIC_{RC\text{-}CLASS} * ROR_{AT}) + DEPR_{RC\text{-}CLASS} + FIT_{RC\text{-}CLASS} + OT_{RC\text{-}CLASS}$.

$\%GROWTH_{CLASS}$ (Growth in Billing Determinants by Class) = $(BD_{C\text{-}CLASS} – BD_{RC\text{-}CLASS}) / BC_{RC\text{-}CLASS}$.

$DIC_{RC\text{-}CLASS}$ = Net Distribution Invested Capital allocated to the rate class from the last comprehensive base-rate proceeding.

$DEPR_{RC\text{-}CLASS}$ = Depreciation Expense, as related to Gross Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding.

$FIT_{RC\text{-}CLASS}$ = Federal Income Tax, as related to Net Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding.

$OT_{RC\text{-}CLASS}$ = Other Taxes, as related to Net Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding, and not including municipal franchise fees.

$ALLOC_{CLASS}$ = Rate Class Allocation Factor approved in the last comprehensive base-rate proceeding, calculated as: total net distribution plant allocated to rate class, divided by total net distribution plant. For situations in which data from the last comprehensive base-rate proceeding are not available to perform the described calculation, the Rate Class Allocation Factor shall be calculated as the total distribution revenue requirement allocated to the rate class (less any identifiable amounts explicitly unrelated to Distribution Invested Capital) divided by the total distribution revenue requirement (less any identifiable amounts explicitly unrelated to Distribution Invested Capital) for all classes as approved by the commission in the electric utility's last comprehensive base-rate case.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	55.8203%
Secondary Service Less Than or Equal to 10 kW	2.0953%
Secondary Service Greater Than 10 kW	34.9913%
Primary Service Less Than or Equal to 10 kW	0.0284%
Primary Service Greater Than 10 kW Distribution Line	5.5524%
Primary Service Greater Than 10 kW Substation	0.5328%
Transmission Service	0.1234%
Lighting Service	0.5060%
Wholesale Service	
Substation	0.0638%
Distribution Line	0.2863%

$BD_{C\text{-}CLASS}$ = Rate Class Billing Determinants (weather-normalized and adjusted to reflect the number of customers at the end of the period) for the 12 months ending on the date used for purposes of determining the Current Net Distribution Invested Capital. For customer classes billed primarily on the basis of kilowatt-hour billing determinants, the DCRF shall be calculated using kilowatt-hour billing determinants. For customer classes billed primarily on the basis of demand billing determinants, the DCRF shall be calculated using demand billing determinants.

$BD_{RC\text{-}CLASS}$ = Rate Class Billing Determinants used to set rates in the last comprehensive base-rate proceeding.

RAMORT = Annual amortization amount of the resiliency-related regulatory asset(s)

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Distribution Cost Recovery Factor (DCRF)

Effective Date	Residential Service ($/kWh)	Secondary Service ≤ 10 kW ($/kWh)	Secondary Service >10 kW ($/Billing kW)	Primary Service ≤ 10 kW ($/kWh)	Primary Service >10 kW Distribution Line ($/Billing kW)	Primary Service Substation ($/Billing kW)	Transmission Service ($/Billing kW)	Lighting Service ($/kWh)
May 10, 2025	0.005772	0.006411	1.036859	0.005455	0.556247	0.137299	0.008179	0.006983
Dec 8, 2024	0.004553	0.004811	0.819305	0.004010	0.452807	0.107665	0.007132	0.005404
July 1, 2024	0.003472	0.003573	0.614487	0.002890	0.352451	0.090527	0.005877	0.004014
Dec 28, 2023	0.002491	0.002411	0.452724	0.002018	0.251334	0.077283	0.004672	0.002845
*	0.001847	0.001744	0.349260	0.001472	0.200969	0.063227	0.003838	0.002337
Sept 1, 2023	0.001851	0.001747	0.349875	0.001475	0.201323	0.063339	0.003845	0.002341
May 1, 2023	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Sept 1, 2021	0.002213	0.002481	0.490802	0.001235	0.200042	0.044707	0.004528	0.008533
Sept 1, 2020	0.001287	0.001374	0.266647	0.000620	0.111613	0.029207	0.002994	0.004595
Sept. 1, 2019	0.000474	0.000503	0.099593	0.000221	0.046956	0.012099	0.001175	0.001633
Sept. 1, 2018	0.000183	0.000190	0.037928	0.000092	0.019495	0.005353	0.000486	0.000595

* Per settlement in Docket No. 55525, Docket No. 55190 final rates were never implemented.

6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge

AVAILABILITY

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for recovery of rate case expenses approved in Docket No. 53601.

Rider RCE shall remain in effect through the end of the billing month that the approved amount of $9,990,064 has been billed (which is estimated to be two years from the effective date).

NET MONTHLY BILL AMOUNT

The RCE amount for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	RCE
Residential Service	$0.000000 per kWh
Secondary Service Less than or Equal to 10 kW	$0.000000 per kWh
Secondary Service Greater than 10 kW	$0.000000 per kW
Primary Service Less than or Equal to 10 kW	$0.000000 per kWh
Primary Service Greater than 10 kW – Distribution Line	$0.000000 per kW
Primary Service Greater than 10 kW - Substation	$0.000000 per kW
Transmission Service	$0.000000 per kW
Lighting Service	$0.000000 per kWh

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.6.6 Rider ISR – Interest Savings Refund

AVAILABILITY

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for the refund of the interest-rate savings regulatory liability authorized in Docket No. 47675.

METHOD OF CALCULATION

An Interest Savings Refund Factor (ISRF) is calculated for each rate class. The formula for the ISRF is:

$$\textbf{ISRF} = \frac{\textbf{TISRA x ISRAF}}{\textbf{Forecasted DBU}}$$ where:

TISRA = Total Interest Savings Refund Amount - the amount of the regulatory liability accrued consistent with the final order in Docket No. 47675.

ISRAF = Interest Savings Refund Allocation Factor – the rate class percentage of total rate base

Rate Schedule	ISRAF
Residential Service	53.251275%
Secondary Service Less than or Equal to 10 kW	2.530015%
Secondary Service Greater than 10 kW	38.019414%
Primary Service Less than or Equal to 10 kW	0.026340%
Primary Service Greater than 10 kW – Distribution Line	4.203815%
Primary Service Greater than 10 kW – Substation	0.269327%
Transmission Service	0.194933%
Lighting Service	1.226844%

Forecasted DBU = Forecasted Distribution Billing Units by Rate Class for the refund period. The refund period is one billing month. The refund period will begin on the first day of a billing cycle that is at least 45 days after the semi-annual Interest-Rate Savings compliance filing.

MONTHLY BILL AMOUNT

The amount to be refunded is determined by multiplying the Retail Customer's Distribution Billing Determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate ISRF and is rounded to the nearest cent.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Interest Savings Refund Factor (ISRF)

Billing Month (Effective Date)	Residential Service ($/kWh)	Secondary Service ≤ 10 kW ($/kWh)	Secondary Service >10 kW ($/Billing kW)	Primary Service ≤ 10 kW ($/kWh)	Primary Service >10 kW Distribution Line ($/Billing kW)	Primary Service Substation ($/Billing kW)	Transmission Service ($/Billing kW)	Lighting Service ($/kWh)
Nov 27, 2023	0.000119	0.000136	0.020198	0.000020	0.005950	0.000586	0.000152	0.000321
May 25, 2023	0.000214	0.000264	0.028797	0.000161	0.016871	0.003690	0.000621	0.000629
Nov 23, 2022	0.000143	0.000169	0.043762	0.000107	0.012311	0.002596	0.000529	0.000416
May 25, 2022	0.000153	0.000135	0.018403	0.000026	0.005922	0.001435	0.000260	0.000261
Nov 23, 2021	0.000429	0.000398	0.070791	0.000393	0.030231	0.005785	0.001146	0.000662
May 25, 2021	0.000272	0.000349	0.060778	0.000180	0.024478	0.004363	0.001026	0.000954
Nov 23, 2020	0.000295	0.000318	0.052161	0.000225	0.024663	0.006162	0.000974	0.000678
May 26, 2020	0.000202	0.000237	0.040874	0.000102	0.015895	0.004238	0.000881	0.000523
Nov 25, 2019	0.000151	0.000151	0.025335	0.000088	0.011524	0.002690	0.000524	0.000321
May 24, 2019	0.000066	0.000080	0.013288	0.000041	0.007158	0.001935	0.000334	0.000169

6.1.1.6.7 Rider MG – Mobile Generation

AVAILABILITY

Applicable to all Retail Customers capable of receiving Delivery Service using Company facilities provided in accordance with PURA § 39.918(b).

MONTHLY BILL AMOUNT

Rider MG shall be effective each December calendar month. The amount to be charged annually is determined by multiplying the Retail Customer's Distribution Billing Determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Rider MG factor and is rounded to the nearest cent.

The total amount to be recovered annually under this rider shall include any over/under-recovered amount from the previous collection period.

NET MONTHLY BILL AMOUNT

The Rider MG amount for each of the Company's applicable retail rate schedules is as follows:

	Residential Service	Secondary Service		Primary Service			Transmission Service	Lighting Service
		≤ 10 kW	>10 kW	≤ 10 kW	>10 kW Distribution Line	Substation		
Effective Date	($/kWh)	($/kWh)	($/Billing kW)	($/kWh)	($/Billing kW)	($/Billing kW)	($/Billing kW)	($/kWh)
Dec 1, 2025	$0.001027	$0.000606	$0.156662	$0.000613	$0.130194	$0.000000	$0.000000	$0.000746
Dec 1, 2024	$0.000881	$0.000519	$0.134842	$0.000523	$0.112730	($0.000389)	($0.000022)	$0.000636
May 1, 2023	$0.000107	$0.000064	$0.019873	$0.000064	$0.018243	$0.000000	$0.000000	$0.000084

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.2 Discretionary Service Charges (Premises With a Standard Meter)

This section of this Tariff lists the Discretionary Service Charges for Premises with a Standard Meter. A Standard Meter permits Company to perform many Discretionary Services without dispatching personnel to Retail Customer's Premises.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with a Standard Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting performance of the Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next AMS Operational Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

6.1.2.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount
Connection Charges		
(1)	**Move-In (Existing Standard Meter)** This service initiates Delivery to Retail Customer's Point of Delivery. It is available only at Premises with an existing Standard Meter. It is not available if inspections, permits, or construction is required and not completed. Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.	$ 0.50
(2)	**Move-In (New Standard Meter)** This service initiates Delivery to Retail Customer's Point of Delivery upon the installation of a new Standard Meter at the Premises. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of the new Standard Meter appear in Section 6.1.2.2, CONSTRUCTION SERVICE CHARGES. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by the Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received. If the order is received at least two Business Days prior to the requested date but the requested date is not a Business Day, Company shall complete performance of the service by the first Business Day following the requested date.	$ 24.35

Disconnection Charges (Standard Meter)		
(3)	**Move-Out** This service discontinues Delivery to Retail Customer's Point of Delivery. Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.	Charge included in the Move-In charge.
(4)	**Clearance Request** This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit an order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior to the requested clearance date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date. Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice	

	payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT. Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.	
	Disconnection at Meter Subject to the restrictions in this Tariff, Competitive Retailer may submit an order requesting Company to disconnect service to a Retail Customer's Point of Delivery due to non-payment on either: (1) the date the order is received; or (2) a specified future date. Company shall complete performance of a same-day service order within two hours of Company's receipt of the order, provided Company receives the order by 3:00 PM CPT on a Business Day. If Company receives an order for same-day service after 3:00 PM CPT on a Business Day, or on a day that is not a Business Day, it shall complete performance of the service by 9:00 AM CPT on the next Business Day. Company shall complete performance of a future-dated service disconnection order by 9:00 AM CPT on the requested date, provided: (1) Company receives the order by 11:59:59 PM CPT on the day preceding the requested date; and (2) the requested date is a Business Day. If Company receives an order for future-dated service in which the requested date is not a Business Day, Company shall complete performance of the service by 9:00 AM CPT on the first Business Day following the requested date.	$ 0.25
	Disconnection at Premium Location (e.g., pole, weatherhead, secondary box) Company shall complete performance of the order within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days before the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.	$ 61.35
(6)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** This service restarts Delivery to Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. For Premises where Competitive Retailer provides prepaid service to Retail Customer pursuant to P.U.C. SUBST. R. 25.498, Company shall complete performance of the service within one hour of Company's receipt of order. Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery after Company-initiated disconnection for non-payment.	
	Reconnection at Meter Company shall complete performance of the service within two hours of Company's receipt of order.	$ 0.35

	Reconnection at Premium Location (e.g., pole, weatherhead, secondary box, etc.) Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day. If the order is received after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard service on the same date if possible, but no later than the close of Company's next Field Operational Day. Company shall treat an order for standard reconnection service received after 7:00 PM CPT, or on a day that is not a Business Day, as received at 8:00 AM CPT on the next Business Day. Company shall complete performance of same-day reconnection service on date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day. In no event shall Company fail to reconnect service within 48 hours after receipt of an order for reconnection service. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply. i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday	

	Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	
(9)	**Meter Reading for the Purpose of a Self-Selected Switch** This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service. Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$ 0.20
(10)	**Meter Reading for the Purpose of a Mass Transition** This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$ 0.00
Non-Standard Meter Installation Charge		
	Options listed below are subject to availability at reasonable commercial terms.	
(11)	**Non-Standard Metering Service One-Time Fee** Applicable to a Retail Customer receiving Standard Metering Service who chooses pursuant to P.U.C. SUBST. R. 25.133 to begin receiving Non-Standard Metering Service.	
	New Analog Meter One-Time Fee	
	i. Self-Contained – Single Phase	$186.15
	ii. Self-Contained – Three Phase	$292.60
	iii. Instrument-Rated – Single Phase	$356.80
	iv. Instrument-Rated – Three Phase	$536.20
	Digital, Non-Communicating Meter One-Time Fee	
	v. Self-Contained – Single Phase	$287.35
	vi. Self-Contained – Three Phase	$384.85
	vii. Instrument-Rated – Single Phase	$427.20
	viii. Instrument-Rated – Three Phase	$689.50

	Advanced Meter with Communications Disabled One-Time Fee	
	ix. Self-Contained – Single Phase	$287.35
	x. Self-Contained – Three Phase	$384.85
	xi. Instrument-Rated – Single Phase	$427.20
	xii. Instrument-Rated – Three Phase	$689.50
Service Call Charge (Standard Meter)		
(12)	This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. A charge for performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company's equipment.	
	Business Day (8:00 AM -5:00 PM CPT)	$ 18.25
	Business Day (Other Hours)	$ 34.50
	Weekend	$197.05
	Holiday	$245.40
Tampering and Related Charges (Standard Meter)		
(13)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and associated equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(14)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$ 27.70
Denial of Access Charges (Standard Meter)		
(15)	**Inaccessible Meter** This service applies when Company personnel is unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer as a result of continued denial of access to the Meter as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$ 132.50
(16)	**Denial of Access to Company's Delivery System** This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

6.1.2.2 Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	**Delivery System Facilities Relocation/Removal Study Charge** Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	**Delivery System Facilities Relocation/Removal Charge** Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	**Competitive Meter Removal/Installation Service Fee** Applicable to request for Company to remove a Company-owned meter and replace it with a 3rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3rd party owned meter previously removed in association with DD4.	$ 116.85
DD4	**Competitive Meter Physical Access Equipment Installation Service Fee** Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required *(performed during initial meter installation)* B. Additional Service Call Required *(performed after initial meter installation)*	 $ 36.50 $ 65.65
DD5	**Emergency Restoration Service Charge** Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	**Delivery System Facilities Installation Charge** Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	**Additional Service Design Charge** Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	**Temporary Facilities Charge** Applicable to requests made in conjunction with short-term construction projects or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternate service (including but not limited to load serving cryptocurrency mining operations and other transient load). A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	 $ 86.10 $ 291.45 $1,288.90 As Calculated

6.1.2.2.1 General: Delivery System Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost to the Company of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to serve the Retail Customer's load as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

6.1.2.2.1.1 Standard Delivery System Facilities

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one Standard Meter, at one of Company's available standard voltages used to serve Retail Customers. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

6.1.2.2.1.2 Non-standard Facilities

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

6.1.2.2.1.3 Retail Customer's Electrical Installation

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

6.1.2.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

6.1.2.2.2 Overhead Delivery Service

6.1.2.2.2.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

6.1.2.2.2.2 Service Entrance Conductor

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

6.1.2.2.2.3 Connections at Point of Delivery

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

6.1.2.2.3 Underground Delivery Service

Underground service is provided to Retail Customer under the following conditions:

a) Location and routing of Company's Delivery System is determined by Company.

b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.

c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.

d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.

e) Competitive Retailer or Retail Customer pays any amount due under this Tariff, as applicable.

6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

6.1.2.2.3.2 Service Lateral – Secondary Voltage

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

6.1.2.2.3.3 Transformer and Equipment

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

6.1.2.2.3.4 Vault

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company. Under any other conditions, Retail Customer takes service outside the building.

6.1.2.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's Standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer’s service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer’s expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

6.1.2.2.5 Standard Facility Extensions for Small Loads

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer’s electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company’s facilities is not economically justified or Retail Customer requests facilities in excess of those required to serve the Retail Customer’s load as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

6.1.2.2.5.1 Overhead Extensions for Small Loads

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

6.1.2.2.5.2 Underground Extensions for Small Loads

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company’s existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not

exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

6.1.2.2.6 Standard Facility Extension: All Other Extensions

6.1.2.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions

Customer will pay a CIAC Amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount shall also include an amount to recover franchise fees where applicable.

Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW

CIAC Amount = Direct Cost – Standard Allowance + Company's Tax Liability + Applicable Franchise Fees

Direct Cost - The current average cost of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the pro-rata share of costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

Standard Allowance - Standard Allowance Factor x Maximum kW Demand

Standard Allowance Factor - The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	$213/kW
Primary Service Greater Than 10 kW – Distribution Line	$113/kW
Primary Service Greater Than 10 kW – Substation	$ 3/kW
Transmission Service*	$ 3/kW

*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

Maximum kW Demand - Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer for permanent loads. Maximum kW for temporary loads is zero.

6.1.2.2.6.2 Extensions to Multi-Family Dwellings

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc.) as determined in 6.1.2.2.6.1.

6.1.2.2.6.3 Retail Customer Requested Facility Upgrades

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

6.1.2.2.6.4 Unused Standard Allowance

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities.

6.1.2.2.7 Non-Standard Facility Delivery System Extensions

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

6.1.2.2.8 Temporary Delivery System Facilities

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation.

6.1.2.2.9 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure or is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.2.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made.

6.1.2.3 Company-Specific Discretionary Service Charges Other Than Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	**Holiday Move-In Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.	$ 21.25
DD10	**Out-of-Cycle Meter Reading Charge** Applicable to requests to read Retail Customer's Meter outside Normal Business Hours. A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours – Holiday	 $ 1.05 $ 1.30
DD11	**PCB Inquiry and Testing Charge** Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment, A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required	 $233.75 $ 32.20 As Calculated
DD12	**Priority Move-In (New Premise) Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.	$182.80
DD13	**NOT APPLICABLE**	
DD14	**NOT APPLICABLE**	
DD15	**Denial of Access Disconnection/Reconnection Charge** Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities. A. Disconnection B. Reconnection	 $ 51.10 $ 68.15
DD16	**Meter Investigation Charge** Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	$ 20.10
DD17	**NOT APPLICABLE**	
DD18	**NOT APPLICABLE**	

Charge No.	Name and Description	Amount
DD19	**Electrical Pulse Equipment Installation/Replacement Charge** Applicable to requests for the installation/replacement of electrical pulse device equipment. A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box	 $548.75 $319.45 $164.65 $375.45 $173.50
DD20	**Electrical Pulse Equipment Maintenance Charge** Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19. This charge is applied monthly.	$ 10.75
DD21	**Customer Premise Information Research Service Charge** Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	**Power Factor Correction Equipment Installation Charge** Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	**Non-Standard Service Equipment Inspection/Testing Charge** Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	$ 114.25
DD24	**Inadvertent Gain Charge** Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	$ 35.65
DD25	**Retail Delivery Service Switchover Charge** Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request. A. Base Charge B. Base Charge Adder C. Facilities Recovery Charge	 $650.80 $200.20 As Calculated
DD26	**Miscellaneous Discretionary Service Charge** Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	**Street Light Painting Service Charge** Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	**Street Light and Other Pole Straightening Service Charge** Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated
DD29	**Street Light Patrolling Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	**Street Light Numbering Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to number Company-owned lighting facilities.	As Calculated
DD31	**Street Light Circuit Bulb and Photocell Replacement Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated
DD32	**NOT APPLICABLE**	

Charge No.	Name and Description	Amount
DD33	**NOT APPLICABLE**	
DD34	**Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	**Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features	As Calculated

6.1.2.4 Distributed Generation Charges

DD36	**Distributed Generation Pre-Interconnection Study Fee** Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.	
	NON-EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 6,927.85
	2. Not pre-certified, not on network	$ 6,927.85
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 7,458.30
	2. Not pre-certified, not on network	$ 7,458.30
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.	
DD37	**Distributed Renewable Generation Metering** Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.	As Calculated

6.1.3 Discretionary Service Charges (Premises with a Non-Standard Meter Other Than an AMS-M Meter, and Premises With Unmetered Service)

This Section of this Tariff lists the Discretionary Service Charges for Premises with a Non-Standard Meter (including Premises with an IDR Meter, but excluding Premises with an AMS-M Meter) and Premises with Unmetered Service. Discretionary Service Charges for Premises with AMS-M Meters are found in Section 6.1.4. A Non-Standard Meter requires Company to dispatch personnel to Retail Customer's Premises to perform a Discretionary Service.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with a Non-Standard Meter or Premises with Unmetered Service, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting performance of the Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

6.1.3.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount
Connection Charges		
(1)	**Move-In (Non-Standard Meter)** This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new Non-Standard Meter appear in Section 6.1.3.2, CONSTRUCTION SERVICE CHARGES. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received. <u>Self-Contained Meter</u> New Existing <u>Current Transformer (CT)/Other Meter</u> New Existing	

Charge No.	Name and Description	Amount
Disconnection Charges (Non-Standard Meter)		
(3)	**Move-Out** This service discontinues Delivery at Retail Customer's Point of Delivery. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.	Charge included in Standard Move-In charge.
(4)	**Clearance Request** This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior the requested clearance date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date. Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice	

Charge No.	Name and Description	Amount
	this Tariff, or other Applicable Legal Authorities. Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT. Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day, (2) Company receives the order by 5:00 PM CPT on a Business Day, and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received. Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment. **Disconnection at Meter** **Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)**	

Charge No.	Name and Description	Amount
	performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply. Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment. <u>Reconnection at Meter</u> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday <u>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)</u> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday	 $ 24.10 $ 36.85 $ 98.30 $127.10 $ 68.15 $106.95 $158.50 $193.95
Meter Testing Charge (Non-Standard Meter)		
(7)	This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING. <u>Self-Contained Meter (Company-Owned)</u> a. First Meter test in last four years b. Meter found outside of relevant accuracy standards c. Single Phase d. Three Phase <u>Current Transformer (CT)/Other Meter (Company-Owned)</u> a. First Meter test in last four years b. Meter found outside relevant accuracy standards c. Single Phase d. Three Phase <u>Competitive Meter</u>	 $ 0.00 $ 0.00 $ 39.20 $ 97.00 $ 0.00 $ 0.00 $109.45 $145.90 $145.90
Meter Reading Charges (Non-Standard Meter)		
(8)	**Re-Read to Verify Accuracy of Meter Reading** This service verifies the accuracy of Company's Meter Reading of Retail Customer's Non-Standard Meter. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service within five Business Days of Company's receipt of the order. Inaccurate Meter Reading Accurate Meter Reading	 $ 0.00 $ 20.10

(9)	**Meter Reading for the Purpose of a Standard Switch** This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch within four Business Days of the First Available Switch Date (FASD) received from the Registration Agent. The FASD is day zero unless otherwise specified by the Registration Agent. If a Meter Reading occurs within four Business Days beginning with the FASD, Company shall complete performance of the service using the Meter Reading. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$ 0.00
(10)	**Meter Reading for the Purpose of a Self-Selected Switch** This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service no later than two Business Days after the date the order is received. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$ 20.10
(11)	**Meter Reading for the Purpose of a Switch Due to Denial of Access by Retail Customer** This service completes a Meter Reading for the purpose of switching Retail Customer's account to a different Competitive Retailer when Company is unable to access Meter and perform an Actual Meter Reading.	$ 20.10
(12)	**Estimated Meter Reading for the Purpose of a Mass Transition** The service provides an Estimated Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$ 0.00

Non-Standard Metering Service Recurring Fee		
(13)	**Non-Standard Metering Service Recurring Fee** Applicable to a Retail Customer receiving Non-Standard Metering Service pursuant to P.U.C. SUBST. R. 25.133. i. kWh Only Metering ii. kWh and Demand Metering	 $ 20.10 $ 24.40
Service Call Charge (Non-Standard Meter)		
(14)	This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment. Business Day (8:00 AM--5:00 PM CPT) Business Day (Other Hours) Weekend Holiday	 $ 18.25 $ 34.50 $197.05 $245.50
Outdoor Lighting Charges (Non-Standard Meter)		
(15)	**Security Lighting Repair** This service repairs existing Company-owned security lights on Retail Customer's Premises. Company shall perform repairs necessitated by standard lamp and glass replacements at no charge. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of this service expeditiously after Company's receipt of the order in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES. Company shall complete repairs limited to standard lamp and glass replacements no later than 7 calendar days and no later than 15 calendar days for all other repairs.	As Calculated
(16)	**Security Light Removal** This service removes Company-owned security lights on Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service. Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned security lights and complete performance of the service prior to the requested date upon mutual agreement between the Company and the requesting party. Company shall not assess a charge for the removal of Company-owned security lights initiated by Company.	As Calculated

(17)	**Street Light Removal** This service removes Company-owned street lights in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.	As Calculated
Tampering and Related Charges (Non-Standard Meter)		
(18)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(19)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$ 27.70
Denial of Access Charges (Non-Standard Meter)		
(20)	**Inaccessible Meter** This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$ 132.50
(21)	**Denial of Access to Company's Delivery System** This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

6.1.3.2 Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	**Delivery System Facilities Relocation/Removal Study Charge** Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	**Delivery System Facilities Relocation/Removal Charge** Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.3.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	**Competitive Meter Removal/Installation Service Fee** Applicable to request for Company to remove a Company-owned meter and replace it with a 3rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3rd party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	 $ 116.85 $ 204.35 $ 240.85
DD4	**Competitive Meter Physical Access Equipment Installation Service Fee** Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required *(performed during initial meter installation)* B. Additional Service Call Required *(performed after initial meter installation)*	 $ 36.50 $ 65.65
DD5	**Emergency Restoration Service Charge** Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	**Delivery System Facilities Installation Charge** Applicable to requests made pursuant to Section 6.1.3.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.3.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	**Additional Service Design Charge** Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	**Temporary Facilities Charge** Applicable to requests made in conjunction with short-term construction projects or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternate service (including but not limited to load serving cryptocurrency mining operations and other transient load). A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	 $ 86.10 $ 291.45 $1,288.90 As Calculated

6.1.3.2.1 General: Delivery System Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost to the Company of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to serve the Retail Customer's load as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.3.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

6.1.3.2.1.1 Standard Delivery System Facilities

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one Standard Meter, at one of Company's available standard voltages used to serve Retail Customers. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

6.1.3.2.1.2 Non-standard Facilities

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.3.2.7, NON-STANDARD FACILITY EXTENSIONS.The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

6.1.3.2.1.3 Retail Customer's Electrical Installation

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

6.1.3.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

6.1.3.2.2 Overhead Delivery Service

6.1.3.2.2.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

6.1.3.2.2.2 Service Entrance Conductor

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

6.1.3.2.2.3 Connections at Point of Delivery

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

6.1.3.2.3 Underground Delivery Service

Underground service is provided to Retail Customer under the following conditions:

a) Location and routing of Company's Delivery System is determined by Company.

b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.

c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.

d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.

e) Competitive Retailer or Retail Customer pays any amount due under this Tariff, as applicable.

6.1.3.2.3.1 Delivery Service from Company's Existing Underground Delivery System

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

6.1.3.2.3.2 Service Lateral – Secondary Voltage

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

6.1.3.2.3.3 Transformer and Equipment

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by

Retail Customer to allow replacement of transformers and other devices.

6.1.3.2.3.4 Vault

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company. Under any other conditions, Retail Customer takes service outside the building.

6.1.3.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's Standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer’s service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer’s expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

6.1.3.2.5 Standard Facility Extensions for Small Loads

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer’s electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company’s facilities is not economically justified or Retail Customer requests facilities in excess of those required to serve the Retail Customer’s load as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

6.1.3.2.5.1 Overhead Extensions for Small Loads

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

6.1.3.2.5.2 Underground Extensions for Small Loads

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company’s existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

6.1.3.2.6 Standard Facility Extension: All Other Extensions

6.1.3.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions

Customer will pay a CIAC Amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount shall also include an amount to recover franchise fees where applicable.

Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW

CIAC Amount = Direct Cost – Standard Allowance + Company's Tax Liability + Applicable Franchise Fees

Direct Cost - The current average cost of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include pro-rata share of the costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

Standard Allowance - Standard Allowance Factor x Maximum kW Demand

Standard Allowance Factor - The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	$213/kW
Primary Service Greater Than 10 kW – Distribution Line	$113/kW
Primary Service Greater Than 10 kW - Substation	$ 3/kW
Transmission Service*	$ 3/kW

*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

Maximum kW Demand - Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer for permanent loads. Maximum kW for temporary loads is zero..

6.1.3.2.6.2 Extensions to Multi-Family Dwellings

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc.) as determined in 6.1.3.2.6.1.

6.1.3.2.6.3 Retail Customer Requested Facility Upgrades

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

6.1.3.2.6.4 Unused Standard Allowance

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities.

6.1.3.2.7 Non-Standard Facility Delivery System Extensions

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.3.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

6.1.3.2.8 Temporary Delivery System Facilities

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation.

6.1.3.2.9 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure or is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.3.2.5 or 6.1.3.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.3.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made.

6.1.3.3 Company-Specific Discretionary Service Charges Other Than Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	**Holiday Move-In Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required. A. Self Contained Meter B. Other Connections	 $ 21.25 $ 257.95
DD10	**Out-of-Cycle Meter Reading Charge** Applicable to requests to read Retail Customer's Meter outside Normal Business Hours. <u>IDR Metering</u> A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours – Holiday <u>Other Non-Standard Metering</u> C. Outside Regular Hours - Non-Holiday D. Outside Regular Hours – Holiday	 $ 98.30 $ 127.10 $ 98.30 $ 127.10
DD11	**PCB Inquiry and Testing Charge** Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment, A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required	 $ 233.75 $ 32.20 As Calculated
DD12	**Priority Move-In (New Premise) Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours. A. Self Contained Meter B. Other Connections	 $ 182.80 As Calculated
DD13	**Unmetered Facilities Connection/Disconnection** Applicable to request to energize/de-energize service to unmetered points of delivery. A. Connection charge for the first device on a specific circuit B. Connection charge for each additional device on that specific circuit C. Disconnection charge for the first device on a specific circuit D. Disconnection charge for each additional device on that specific circuit	 $ 68.15 $ 11.60 $ 51.10 $ 11.60

DD14	**NOT APPLCABLE**	
DD15	**Denial of Access Disconnection/Reconnection Charge** Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities. A. Disconnection B. Reconnection	 $ 51.10 $ 68.15
DD16	**Meter Investigation Charge** Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	$ 20.10
DD17	**Meter Non-Standard Programming Service Fee** Applicable to requests to install non-standard meter programs on Meter. A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	 $ 28.05 $ 72.95
DD18	**Meter Communication Service Fee** Applicable to testing of 3rd party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.	$139.85
DD19	**Electrical Pulse Equipment Installation/Replacement Charge** Applicable to requests for the installation/replacement of electrical pulse device equipment. A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box	 $548.75 $319.45 $164.65 $375.45 $173.50
DD20	**Electrical Pulse Equipment Maintenance Charge** Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19. This charge is applied monthly.	$ 10.75
DD21	**Customer Premise Information Research Service Charge** Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	**Power Factor Correction Equipment Installation Charge** Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	**Non-Standard Service Equipment Inspection/Testing Charge** Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	$ 114.25
DD24	**Inadvertent Gain Charge** Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	$ 35.65

DD25	**Retail Delivery Service Switchover Charge** Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request. Self Contained A. Base Charge B. Base Charge Adder Instrument Rated C. Base Charge D. Base Charge Adder E. Facilities Recovery Charge	 $650.80 $200.20 $1,003.20 $454.70 As Calculated
DD26	**Miscellaneous Discretionary Service Charge** Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	**Street Light Painting Service Charge** Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	**Street Light and Other Pole Straightening Service Charge** Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated
DD29	**Street Light Patrolling Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	**Street Light Numbering Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates to number Company-owned lighting facilities.	As Calculated
DD31	**Street Light Circuit Bulb and Photocell Replacement Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated
DD32	**NOT APPLICABLE**	
DD33	**NOT APPLICABLE**	
DD34	**Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	**Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features.	As Calculated

6.1.3.4 Distributed Generation Charges

DD36	**Distributed Generation Pre-Interconnection Study Fee** Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.	
	NON-EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 6,927.85
	2. Not pre-certified, not on network	$ 6,927.85
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 7,458.30
	2. Not pre-certified, not on network	$ 7,458.30
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.	
DD37	**Distributed Renewable Generation Metering** Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.	As Calculated

6.1.4 Discretionary Service Charges (Premises With an AMS-M Meter)

This section of this Tariff lists the Discretionary Service Charges for Premises with an AMS-M Meter. An AMS-M Meter permits Company to perform some Discretionary Services without dispatching personnel to Retail Customer's Premises but lacks remote connection/disconnection functionality.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with an AMS-M Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting a Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

6.1.4.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount
Connection Charge		
(1)	**Move-In (AMS-M Meter)** This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new AMS-M Meter appear in Section 6.1.4.2, CONSTRUCTION SERVICE CHARGES Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received. <u>Self-Contained Meter</u> New Existing <u>Current Transformer (CT)/Other Meter</u> New Existing	

Charge No.	Name and Description	Amount
Disconnection Charges (AMS-M Meter)		
(3)	**Move-Out** This service discontinues Delivery at Retail Customer's Point of Delivery. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.	Charge included in Standard Move-In charge.
(4)	**Clearance Request** This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior the requested clearance date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date. Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice	

Charge No.	Name and Description	Amount
	Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT. Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received. Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment. <u>Disconnection at Meter</u> <u>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</u>	 $ 20.10 $ 61.35
(6)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day. If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day. Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day. Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day. In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.	

Charge No.	Name and Description	Amount
	Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment.	
	Reconnection at Meter	
	i. Standard Reconnect	$ 24.10
	ii. Same Day Reconnect	$ 36.85
	iii. Weekend	$ 98.30
	iv. Holiday	$ 127.10
	Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)	
	i. Standard Reconnect	$ 68.15
	ii. Same Day Reconnect	$ 106.95
	iii. Weekend	$ 158.50
	iv. Holiday	$ 193.95
Meter Testing Charges (AMS-M Meter)		
(7)	This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.	
	Self-Contained Meter (Company-Owned)	
	a. First Meter test in last four years	$ 0.00
	b. Meter found outside of relevant accuracy standards	$ 0.00
	c. Single Phase	$ 39.20
	d. Three Phase	$ 97.00
	Current Transformer (CT)/Other Meter (Company-Owned)	
	a. First Meter test in last four years	$ 0.00
	b. Meter found outside relevant accuracy standards	$ 0.00
	c. Single Phase	$ 109.45
	d. Three Phase	$ 145.90
	Competitive Meter	$ 145.90
Meter Reading Charges (AMS-M Meter)		
(8)	**Meter Reading for the Purpose of a Standard Switch** This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) Company receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.	$ 0.00

Charge No.	Name and Description	Amount
	Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	
(9)	**Meter Reading for the Purpose of a Self-Selected Switch** This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service. Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$ 0.20
(10)	**Meter Reading for the Purpose of a Mass Transition** This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$ 0.00
Non-Standard Meter Installation Charge (AMS-M Meter)		
(11)	Options listed below are subject to availability at reasonable commercial terms. **Non-Standard Metering Service One-Time Fee** Applicable to a Retail Customer receiving Standard Metering Service who chooses pursuant to P.U.C. SUBST. R. 25.133 to begin receiving Non-Standard Metering Service. **New Analog Meter One-Time Fee** i. Self-Contained – Single Phase ii. Self-Contained – Three Phase iii. Instrument-Rated – Single Phase iv. Instrument-Rated – Three Phase **Digital, Non-Communicating Meter One-Time Fee** v. Self-Contained – Single Phase vi. Self-Contained – Three Phase vii. Instrument-Rated – Single Phase viii. Instrument-Rated – Three Phase **Advanced Meter with Communications Disabled One-Time Fee** ix. Self-Contained – Single Phase x. Self-Contained – Three Phase xi. Instrument-Rated – Single Phase xii. Instrument-Rated – Three Phase	 $ 186.15 $ 292.60 $ 356.80 $ 536.20 $ 287.35 $ 384.85 $ 427.20 $ 689.50 $ 287.35 $ 384.85 $ 427.20 $ 689.50

Charge No.	Name and Description	Amount
Service Call Charge (AMS-M Meter)		
(12)	This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment. Business Day (8:00 AM--5:00 PM CPT) Business Day (Other Hours) Weekend Holiday	 $ 18.25 $ 34.50 $ 197.05 $ 245.40
Outdoor Lighting Charges (AMS-M Meter)		
(13)	**Street Light Removal** This service removes Company-owned street lights in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.	As Calculated
Tampering and Related Charges AMS-M Meter)		
(14)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(15)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$ 27.70
Denial of Access Charges (AMS-M Meter)		
(16)	**Inaccessible Meter** This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$ 132.50

Charge No.	Name and Description	Amount
(17)	**Denial of Access to Company's Delivery System** This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

6.1.4.2 Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	**Delivery System Facilities Relocation/Removal Study Charge** Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	**Delivery System Facilities Relocation/Removal Charge** Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.4.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	**Competitive Meter Removal/Installation Service Fee** Applicable to request for Company to remove a Company-owned meter and replace it with a 3rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3rd party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter	 $ 116.85 $ 204.35
DD4	**Competitive Meter Physical Access Equipment Installation Service Fee** Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required *(performed during initial meter installation)* B. Additional Service Call Required *(performed after initial meter installation)*	 $ 36.50 $ 65.65
DD5	**Emergency Restoration Service Charge** Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	**Delivery System Facilities Installation Charge** Applicable to requests made pursuant to Section 6.1.4.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.4.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	**Additional Service Design Charge** Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	**Temporary Facilities Charge** Applicable to requests made in conjunction with short-term construction projects or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternative service (including but not limited to load serving cryptocurrency mining operations and other transient load). A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	 $ 86.10 $ 291.45 $1,288.90 As Calculated

6.1.4.2.1 General: Delivery System Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost to the Company of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to serve the Retail Customer's load as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.4.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

6.1.4.2.1.1 Standard Delivery System Facilities

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one Standard Meter, at one of Company's available standard voltages used to serve Retail Customers. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

6.1.4.2.1.2 Non-standard Facilities

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.4.2.7, NON-STANDARD FACILITY EXTENSIONS. The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

6.1.4.2.1.3 Retail Customer's Electrical Installation

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

6.1.4.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

6.1.4.2.2 Overhead Delivery Service

6.1.4.2.2.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

6.1.4.2.2.2 Service Entrance Conductor

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

6.1.4.2.2.3 Connections at Point of Delivery

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

6.1.4.2.3 Underground Delivery Service

Underground service is provided to Retail Customer under the following conditions:

a) Location and routing of Company's Delivery System is determined by Company.

b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.

c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.

d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.

e) Competitive Retailer or Retail Customer pays any amount due under this Tariff, as applicable.

6.1.4.2.3.1 Delivery Service from Company's Existing Underground Delivery System

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

6.1.4.2.3.2 Service Lateral – Secondary Voltage

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

6.1.4.2.3.3 Transformer and Equipment

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by

Retail Customer to allow replacement of transformers and other devices.

6.1.4.2.3.4 Vault

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company. Under any other conditions, Retail Customer takes service outside the building.

6.1.4.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's Standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer’s service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer’s expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

6.1.4.2.5 Standard Facility Extensions for Small Loads

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer’s electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company’s facilities is not economically justified or Retail Customer requests facilities in excess of those required to serve the Retail Customer’s load as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

6.1.4.2.5.1 Overhead Extensions for Small Loads

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

6.1.4.2.5.2 Underground Extensions for Small Loads

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company’s existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

6.1.4.2.6 Standard Facility Extension: All Other Extensions

6.1.4.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions

Customer will pay a CIAC Amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount shall also include an amount to recover franchise fees where applicable.

Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW

CIAC Amount = Direct Cost – Standard Allowance + Company's Tax Liability + Applicable Franchise Fees

Direct Cost - The current average cost of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the pro-rata share of costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

Standard Allowance - Standard Allowance Factor x Maximum kW Demand

Standard Allowance Factor - The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	$213/kW
Primary Service Greater Than 10 kW – Distribution Line	$113/kW
Primary Service Greater Than 10 kW - Substation	$ 3/kW
/Transmission Service*	$ 3/kW

*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

Maximum kW Demand - Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer for permanent loads. Maximum kW for temporary loads is zero.

6.1.4.2.6.2 Extensions to Multi-Family Dwellings

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc.) as determined in 6.1.4.2.6.1.

6.1.4.2.6.3 Retail Customer Requested Facility Upgrades

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

6.1.4.2.6.4 Unused Standard Allowance

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities.

6.1.4.2.7 Non-Standard Facility Delivery System Extensions

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.4.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

6.1.4.2.8 Temporary Delivery System Facilities

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation.

6.1.4.2.9 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure or is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.4.2.5 or 6.1.4.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.4.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made.

6.1.4.3 Company-Specific Discretionary Service Charges Other Than Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	**Holiday Move-In Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required. A. Self Contained Meter B. Other Connections	 $ 21.25 $ 257.95
DD10	**Out-of-Cycle Meter Reading Charge** Applicable to requests to read Retail Customer's Meter outside Normal Business Hours. A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours – Holiday	 $ 1.05 $ 1.30
DD11	**PCB Inquiry and Testing Charge** Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment, A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required	 $ 233.75 $ 32.20 As Calculated
DD12	**Priority Move-In (New Premise) Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours. A. Self Contained Meter B. Other Connections	 $ 182.80 As Calculated
DD13	**NOT APPLICABLE**	
DD14	**NOT APPLICABLE**	
DD15	**Denial of Access Disconnection/Reconnection Charge** Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities. A. Disconnection B. Reconnection	 $ 51.10 $ 68.15
DD16	**Meter Investigation Charge** Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	$ 20.10
DD17	**Meter Non-Standard Programming Service Fee** Applicable to requests to install non-standard meter programs on Meter. A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	 $ 28.05 $ 72.95

Charge No.	Name and Description	Amount
DD18	**NOT APPLICABLE**	
DD19	**Electrical Pulse Equipment Installation/Replacement Charge** Applicable to requests for the installation/replacement of electrical pulse device equipment. A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box	 $ 548.75 $ 319.45 $ 164.65 $ 375.45 $ 173.50
DD20	**Electrical Pulse Equipment Maintenance Charge** Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19. This charge is applied monthly.	$ 10.75
DD21	**Customer Premise Information Research Service Charge** Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	**Power Factor Correction Equipment Installation Charge** Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	**Non-Standard Service Equipment Inspection/Testing Charge** Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	$ 114.25
DD24	**Inadvertent Gain Charge** Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	$ 35.65
DD25	**Retail Delivery Service Switchover Charge** Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request. Self Contained A. Base Charge B. Base Charge Adder Instrument Rated C. Base Charge D. Base Charge Adder E. Facilities Recovery Charge	 $ 650.80 $ 200.20 $1,003.20 $ 454.70 As Calculated
DD26	**Miscellaneous Discretionary Service Charge** Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	**Street Light Painting Service Charge** Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated.
DD28	**Street Light and Other Pole Straightening Service Charge** Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated.
DD29	**Street Light Patrolling Service Charge** Applicable to requests Customers served under the Company's Street Lighting Service rates for Company to provide additional street light patrolling within a specific geographic area.	As Calculated.
DD30	**Street Light Numbering Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to number Company-owned lighting facilities.	As Calculated.

Charge No.	Name and Description	Amount
DD31	**Street Light Circuit Bulb and Photocell Replacement Service Charge** Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated.
DD32	**NOT APPLICABLE**	
DD33	**NOT APPLICABLE**	
DD34	**Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	**Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features.	As Calculated

6.1.4.4 Distributed Generation Charges

DD36	**Distributed Generation Pre-Interconnection Study Fee** Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.	
	NON-EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 6,927.85
	2. Not pre-certified, not on network	$ 6,927.85
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 144.15
	3. Pre-certified, on network	$ 144.15 *
	4. Not pre-certified on network	$ 144.15
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 296.30 **
	2. Not pre-certified, not on network	$ 296.30
	3. Pre-certified, on network	$ 296.30 *
	4. Not pre-certified on network	$ 296.30
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 3,960.30
	2. Not pre-certified, not on network	$ 3,960.30
	3. Pre-certified, on network	$ 6,623.45
	4. Not pre-certified on network	$ 6,623.45
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 7,458.30
	2. Not pre-certified, not on network	$ 7,458.30
	3. Pre-certified, on network	$ 9,591.00
	4. Not pre-certified on network	$ 9,591.00
	* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.	
DD37	**Distributed Renewable Generation Metering** Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.	As Calculated

6.2 Company - Specific Terms and Conditions
6.2.1 Definitions

The following terms, when used in this Tariff for Retail Delivery Service, have the following definitions.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC). Payment by Customer to Company for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The payment shall also include an amount to recover franchise fees where applicable.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based.

DWELLING UNIT. An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

ENERGY. The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

HOMEONWERS' ASSOCIATION. An incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential subdivision, planned unit development, condominium or townhouse regime, or similar planned development.

INDIVIDUAL PRIVATE DWELLING. A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self propelled recreational vehicles that have no foundation other than wheels, jacks, or skirtings.

MULTI-FAMILY DWELLING. A building or buildings containing five or more dwelling units all of which are rented primarily for nontransient use, with rent paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

NETWORK SERVICE. A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling three or more primary and or secondary network circuits, providing an additional level of reliability due to the double contingency nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. Company determines where Network Service will be provided, and Network Service is only available in limited areas.

POWER. The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the Service Lateral to Retail Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

SUITABLE SPACE. The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain Company facilities.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service. Temporary Delivery Service also applies to loads that are not of a permanent nature or capable of being relocated to another location or served from an alternate service (including but not limited to service to cryptocurrency mining operations and other transient load).

WATT. The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for an hour.

6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided, at the Company's sole discretion, at the expense of the requesting party.

Single Phase	***Three Phase***
120	
	120/208
120/240	120/240 (overhead only)
240	240
240/480	240/480 (overhead only)
	277/480
480	480
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470 (overhead only)	12470
	12470/21600
	13200
14400	
19920 (overhead only)	
	14400/24940
	19920/34500
	34500
	69000
	138000
	345000*

*Requires approval from Company.

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

Secondary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of transmission voltage autotransformers) from a transmission voltage.

Primary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of transmission voltage autotransformers) from a transmission voltage.

Transmission voltage is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

6.2.3 Additional Delivery Service Information

6.2.3.1 Method of Providing Delivery Service

6.2.3.1.1 Multi-Family Dwellings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling. Where Delivery Service is provided using individual metering for each Dwelling Unit, Retail Customer shall provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.2 Non-Residential Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Unless prohibited by the local inspection authority, Retail Customer shall provide a means, acceptable to Company, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.3 Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, Company provides Delivery Service to each Multi-Family Dwelling pursuant to Section 6.2.3.1.1 and provides Delivery Service to non-residential tenants pursuant to Section 6.2.3.1.2.

6.2.3.1.4 Mobile Homes

Company provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Retail Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to Company. For purposes of Delivery Service, “tiny homes” will be considered mobile homes. However, if a “tiny home” itself is a vehicle, it shall be considered a recreational vehicle.

6.2.3.1.5 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company shall complete a Subtract Meter Agreement setting forth the responsibilities of each party.

6.2.3.2 Measurement Adjustment

If Company meters service on the low side of Retail Customer's transformers for Delivery Service taken at primary or transmission voltage, the following adjustments are made to kWh/kW and power factor measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Notwithstanding the previous paragraph, for a Retail Customer receiving service at transmission voltage and metered by Company on the low side of the Retail Customer’s transformer, Company will apply a separate transformer-specific adjustment factor for kW/kWh and power factor provided by Retail Customer, verified by a qualified third-party and approved by Company.

Primary Distribution Voltage			Transmission Voltage
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kW and kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.5% added to measured kW and kWh

For Primary Distribution Voltage, Billed Based on kW, once the 50 kW threshold is met or exceeded, the adjustment factor will remain at the 50 kW and Over level thereafter.

If Company, for reasons of economics or safety, chooses to meter on the high side of the Company-owned transformer, the adjustment factors above shall be used to decrease the kWh and kW. For all customers metered on the high side of the Company-owned transformer, Company will increase the Customer’s metered power factor by 3%.

In addition, Company may, at its option, install a meter capable of performing transformer loss compensation in lieu of the provisions above.

For all customers metered on the low side of the Retail Customer’s transformer, Company will subtract 3% from the Customer’s metered power factor.

6.2.3.3 Attachments to Company's Facilities

Company does not permit any attachments (such as wires, ropes, signs, banners, or radio equipment) to Company facilities by others except when authorized in writing by Company.

Company may without notice and without liability remove unauthorized attachments to Company facilities.

6.2.3.4 Proration

Fixed monthly charges and demand charges used to calculate invoices that are for a period of less than 28 days will be prorated. Regardless of the number of actual days in the affected bill cycle(s), the prorated portion of the invoice will be calculated by dividing the charge amount by 30 and multiplying the number of days of service in the prorated billing period. Rate components based on kWh will not be prorated.

6.2.3.5 Initial Rate Code Assignment

For new non-residential premises, the initial rate code for permanent Delivery Service shall, in the Company's sole discretion, be based on projected load information provided by Retail Customer or builder/developer to ensure adequate facilities are installed to serve Retail Customer's projected load.

6.2.4 Additional Discretionary Service Information

6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
(4)	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

6.2.4.3 Credit Card Payments

At the Company's sole discretion, a credit card may be accepted for payment of invoices for construction service, contributions in aid of construction, discretionary services, or other Customer expenses. An average percentage processing fee will be added to all credit card payments.

6.3 Agreements and Forms
6.3.1 Facilities Extension Agreement

Project Number _____

WR Number _____

Region/District _____

This Agreement is made between _____, hereinafter called "Customer" and _____, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location _____.

The Company has received a request for the extension of: (check all that apply)

❑ **STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as_____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

❑ **STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or
(Number of lots/units)

_____ Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as_____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

❑ **NON-STANDARD DELIVERY SYSTEM FACILITIES**

Company shall extend/install the following non-standard facilities:
_____
_____
_____
_____

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company _____ Dollars ($ _____) as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. Company will work with Customer to determine whether recalculating the CIAC is appropriate. For purposes of this

Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.

b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

c. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V – DISCLOSURE

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities

ARTICLE VI – PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

ARTICLE VII -- OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:

_____
Signature

_____
Title

_____
Date Signed

ACCEPTED BY CUSTOMER:

_____
Signature

_____
Title

_____
Date Signed

6.3.2 Transmission/Substation Facility Extension Agreement

This Agreement is made between _____, hereinafter called "Customer" and _____, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term “extension” shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities:
_____
_____
_____ (“Company Facilities”) to serve the following Customer-owned facilities located at _____ (“Customer Facilities”):
_____
_____
_____

ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.
   _____
   _____
   _____
   _____

2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The Company may require a security payment in advance of constructing facilities to cover such costs. The following will also address the details of any security required associated with such payment obligation.
   _____
   _____
   _____
   _____

3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps; and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company’s construction standards and Company’s Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.

4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company’s tax liability and shall include an amount to recover franchise fees where applicable.

ARTICLE II - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Company Facilities extended under this Agreement.

Once any rights-of-way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice.

ARTICLE IV - GENERAL CONDITIONS

1. Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

2. This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

4. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

5. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the parties.

6. Customer may not assign the Agreement without Company's prior written consent.

7. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

ARTICLE V – DISCLOSURE

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities

ARTICLE VI –– PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

ARTICLE VII -- OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:	ACCEPTED BY CUSTOMER:
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

6.3.3 Interconnection and Parallel Operation of Distributed Generation

Company shall interconnect distributed generation pursuant to Public Utility Commission of Texas Substantive Rules 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

Prescribed Form for the Application for Interconnection and Parallel Operation of Distributed Generation

Customers seeking to interconnect distributed generation with the utility system will complete and file with the company the following Application for Parallel Operation:

Application for Interconnection and Parallel Operation of Distributed Generation

Return Completed Application to:

Oncor Electric Delivery Company LLC
Attention: Distributed Resource Specialist
1616 Woodall Rodgers Fwy
Dallas, TX 75202-1234

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

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

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

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

Kilowatt Rating (95 F at location) _____

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

Power Factor: _____

Voltage Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____Yes _____ No

If Yes, maximum amount expected: _____

Do you wish Oncor to report excess generation to your REP? _____Yes _____ No

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

Expected Energization and Start-up Date: _____

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

One-line diagram attached: _____Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does Oncor have the dynamic modeling values from the generator manufacturer? _____Yes _____No

If not, please explain: _____
(Note: For pre-certified equipment, the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available.)

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

Authorized Release of Information List

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

	Name	Phone Number	E-Mail Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

[COMPANY NAME]

BY: _____

PRINTED NAME

_____

TITLE: _____

DATE: _____

[CUSTOMER NAME]

BY: _____

PRINTED NAME

_____

TITLE: _____

DATE: _____

6.3.4 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, ____, by _____, ("Company"), and _____ ("Customer"), a _____ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

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

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

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

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

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

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

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

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

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

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

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

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

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

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

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

4. ***Limitation of Liability and Indemnification***

a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference.

b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.

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

d. Please check the appropriate box.

☐ **Person Other than a Federal Agency**

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

☐ **Federal Agency**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) If to Company:

_____
_____
_____
_____

.

(b) If to Customer:

_____
_____
_____
_____

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

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

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

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

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

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

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

18. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

[COMPANY NAME]	[CUSTOMER NAME]
BY:_____	BY:_____
PRINTED NAME _____	PRINTED NAME _____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.	Name of Point of Interconnection

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

FACILITY SCHEDULE NO.

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

1. Customer Name:

2. Premises Owner Name:

3. Facility location:

4. Delivery voltage:

5. Metering (voltage, location, losses adjustment due to metering location, and other):

6. Normal Operation of Interconnection:

7. One line diagram attached (check one): _____ Yes /_____ No
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

8. Equipment to be furnished by Company:
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

9. Equipment to be furnished by Customer:
(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. Cost Responsibility and Ownership and Control of Company Facilities:
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

11. Modifications to Customer Facilities.
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

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

END-USE CUSTOMER AFFIRMATION SCHEDULE

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

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. __[insert applicable number] in the Interconnection Agreement between _____[insert name of Company] and _____[insert name of Customer], and that I have selected _____ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

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

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this __ day of _____, 20__, by _____("Company"), a Delaware limited liability company and distribution utility, and _____ ("Customer"), a _____ [specify whether individual or corporation, and if corporation name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] _____
_____
_____
_____
_____

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective _____ and continues in effect until _____
Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

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

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

(a) If to Company:
_____
_____
_____
_____

(b) If to Customer:

_____
_____
_____
_____

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

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

_____
_____
_____
_____

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

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

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

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

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. Other Terms and Conditions -- _____.

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

[COMPANY NAME] [CUSTOMER NAME]

BY:_____ BY:_____

TITLE:_____ TITLE:_____

DATE:_____ DATE:_____

6.3.6 Easement and Right of Way (Form 50.2000)

EASEMENT AND RIGHT OF WAY
TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That, _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in _____ County, Texas, more particularly described in Exhibit(s) –(and-), attached hereto and made part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto, and the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor’s expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor’s expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Grantee reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this _____ day of _____, A.D. 200__.

By: _____

Name: _____

Title: _____

6.3.7 Easement and Right of Way (Form 50.2100)

AERIAL EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", and has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an aerial easement and right-of-way for overhead electric power and communications lines, each consisting of a variable number of wires and cables over and across all that certain tract(s) of land located in _____ County, Texas, more particularly described as follows:

SEE EXHIBITS “A” AND “B” ATTACHED

Grantor recognizes that the general course of said lines or the metes and bounds description as above described is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said overhead lines when constructed.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such overhead electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future, the right to trim and cut down trees and shrubbery on the easement and right-of-way and Grantor's land adjacent thereto, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said overhead lines or to remove possible hazard thereto, and the right to remove or prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

It is understood, however, that Grantee shall have no right to erect any structures upon the above described easement but may overhang such easement with structures located on property adjacent to Grantor's property.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this aerial easement and right-of-way.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described aerial easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D.20____.

By: _____

Name: _____

Title: _____

6.3.8 Easement and Right of Way (Form 50.3200)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas, 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

6.3.9 Easement and Right of Way (Form 50.3400)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBITS “A” AND “B” ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.10 Easement and Right of Way (Form 50.3500)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities consisting of a variable number of guy wires, guy anchors, and all necessary or desirable appurtenances over, across and upon Grantor's land described as follows:

SEE EXHIBITS “A” AND “B” ATTACHED

Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, reconstruct, maintain, operate or remove said guying facilities; the right to prevent excavation within the easement; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or cut down trees or shrubbery within said easement area. Grantor shall not make changes in grade, elevation or contour of the land without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.11 Easement and Right of Way (Form 50.3700)

SUBSTATION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Company," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company, its successors and assigns, an easement and right of way for an electric power substation consisting of structures made of steel and or wood, concrete foundations, wires, cables, transformers, switches, circuit breakers, relay and battery all weather enclosures, security fencing and other necessary and/or desirable appurtenances over, upon and under that certain tract of land located in _____ County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

(Legal Description)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such electric power substation from such easement prior to or upon termination of such easement.

Further, Company shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and its appurtenances; and Company shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Company is granted exclusive right to use the property described above for the above purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Company.

Company shall have the rights of ingress and egress across Grantor's adjacent lands to and from the easement area for the purposes noted herein with regard to the substation. Company shall have the right to construct and maintain an all weather road along and upon the route shown on "Exhibit A" (or "B", depending upon whether a separate legal description is attached as Exhibit "A" for the substation site itself), attached hereto and made a part hereof for all purposes for such ingress and egress, which shall constitute an easement for access to and from the easement area.

In addition to the consideration above recited for the substation easement and access road easement hereby granted, Company will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled, actual damages to fences and growing crops and improvements located on Grantor's adjacent lands caused by reason of the construction, operation, maintenance, repair, reconstruction or removal of said electric power substation and access road; provided, however, Company shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and access thereto.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

TO HAVE AND TO HOLD the above described easement and right of way unto the said Company, its successors and assigns, until all of said facilities shall be removed or upon Company's written notification that the easement is terminated, and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D. 20____.

By: _____

Name: _____

Title: _____

6.3.12 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act
for utility easements serving the subject property only.)

* * * * * * * * * * * * *

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to_____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit:_____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page_____, of the Deed Records of_____County, Texas, to which reference is made for a full and complete description. Said right-of-way being_____ feet wide, being_____feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract. **GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.**

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

(12) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____

PAUL E MOORE

EXECUTIVE SECRETARY APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

6.3.13 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act)

* * * * * * * * * * * * *

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board, hereby grants to _____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: _____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page _____, of the Deed Records of _____ County, Texas, to which reference is made for a full and complete description. Said right-of-way being _____ feet wide, being _____ feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

(11) The terms and conditions hereof shall be binding upon the parties, their assigns, respectively. In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____
PAUL E MOORE
EXECUTIVE SECRETARY
VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED AS TO CONTENTS:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

6.3.14 Agreement and Terms and Conditions for Pulse Metering Equipment Installation

_____ ("Company") and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.

2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.

3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.

4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.

5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days Company shall provide notice to Customer of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.

7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.

8. Company reserves shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's Tariff for Retail Delivery Service.

9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.

10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:

    (a) Customer name;
    (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;
    (c) Customer's authorized representative contact name, if applicable;
    (d) Customer's authorized representative contact phone number, if applicable;
    (e) ESI ID (if available);
    (f) Service address (including City and zip code);
    (g) Pulse data requested e.g. watt-hour, time, var-hour;
    (h) Billing/Invoice Information, including:
        Responsible Party;
        Billing Address; and
    (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent, that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

FOR CUSTOMER:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.

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

Company (insert name) _____

(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

6.3.15 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: _____
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____("Company") and _____("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized _____ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.

2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e.,meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.

3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company's Tariff.

4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.

5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.

6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter

Reading Capability") is _____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning _____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for _____ consecutive minutes beginning at _____ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for ____ consecutive minutes each day beginning at ____ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.

3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

_____

FOR RETAIL CUSTOMER:

Company Name: _____

Contact Person: _____

Premise Address: _____

_____

Billing Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Retail Customer's Competitive Retailer, contact name and phone number:

_____

FOR METER OWNER:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Return of Non-Company Owned Meter:

Contact Person: _____

Address: _____

_____

FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.

2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.

3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").

4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.

6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.

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

Company (insert name) _____

(legal signature) _____

(date) _____

Retail Customer (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of_____, by:

Meter Owner (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of _____, by:

Retail Customer's Agent (insert name) _____

(legal signature) _____

(date) _____

6.3.16 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):* _____

Premise Address *(include city, state, zip):** _____

_____

Retail Customer: _____

Retail Customer's Billing Address: _____
(include city, state, zip)

_____

Retail Customer's Email: _____

Retail Customer's Telephone Number: _____

Retail Customer's Fax Number: _____

Retail Electric Provider or (REP): _____

Transmission and Distribution Utility (TDU): _____

Retail Customer's Agent: _____

Retail Customer's Agent's Address: _____
(include city, state, zip)

_____

Retail Customer's Agent's Email: _____

Retail Customer's Agent's Telephone Number: _____

Retail Customer's Agent's Fax Number: _____

*** If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.**

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

(1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;

(2) Submit to and obtain from the TDU information requests, service requests, and data access; and,

(3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

Retail Customer

Date

6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

_____

A _____

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

_____

AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND
[INSERT NAME]

_____ ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;

b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.

c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.

2. Term and Termination. Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the _____ day of _____, 20 ___ , and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.

(a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(c) If Customer purchases Facilities owned by Company.

3. Contribution-In-Aid-Of-Construction. Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. Service Subject to Company's Tariff. This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. Material Change. In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. Type of Service and Applicable Rate Schedule. The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. Installation/Construction. All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. Relocation of Facilities. Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. Billing and Payment. Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. No Delegation of Authority. Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: http://oncorstreetlight.com
Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

_____

_____

_____

Company:
STAKEHOLDER OPERATIONS

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

This Agreement is effective this _____ day of _____ , 20 __.

[[INSERT CUSTOMER NAME]]

BY:

_____

_____
(TITLE)

_____
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

_____

_____
(TITLE)

_____
(DATE)

EXHIBIT "A"

WR Number:_____

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____
DATED _____

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20___, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated _____, attached hereto as Exhibit B.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

_____
[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

For CIAC purposes only pursuant to Section (4) above.

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Service** ***(Schedule D – Only)***

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location: FLN & Physical Address (See Attached Sketch)

Comments:

1. **Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of $_____.**

2. **If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.**

WR Number(s): _____ **Date: _____**

AGREEMENT FOR INTERCONNECTION OF DISTRIBUTION GENERATION RESOURCE

Between

[CUSTOMER]

as a Distribution Generation Resource,

and

Oncor Electric Delivery Company LLC,

as the Transmission and Distribution Service Provider,

for

[Project Name]

[Date]

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Agreement for Interconnection of Distribution Generation Resource

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and [ ], ("Customer"), each hereinafter may be referred to individually as "Party" or both referred to collectively as the "Parties."

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Objective and Scope

Company represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Customer represents that it will own and operate a Distribution Generation Resource ("DGR"). It is the intent of the Parties, by this Agreement, to state the terms and conditions under which Customer Facilities will be interconnected to Company Facilities and how Customer Facilities will be operated and dispatched as an ERCOT generation or energy storage resource. This Agreement shall apply to the interconnection and operation of Distribution Generation Resources interconnecting at distribution voltage. DGR by definition is subject to all ERCOT protocols and other ERCOT rules that apply to Generation Resources. This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of Facilities specifically identified and described in the attached Facility Schedules. This Agreement is applicable only to the distribution-level generators that register with ERCOT as a Generation Resource and does not apply to other distribution-level generators, including Settlement-Only Distribution Generators ("SODG"), and unregistered Distributed Generation.

2. Definitions

Capitalized terms shall apply and have the meaning as set forth below, except as otherwise specified in the Agreement:

A. "Agreement" shall mean this Agreement with all Exhibits attached hereto, and any exhibits, schedules and attachments hereafter added by amendment to this Agreement.

B. "Ancillary Service" shall have the meaning ascribed thereto in Section 2 of the ERCOT Nodal Protocols.

C. "ANSI Standards" shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.

D. "Commercial Operation" shall mean the date on which Customer declares that the construction of Customer Facility has been substantially completed, testing and commissioning of Customer Facility has been completed, and Customer Facility is ready for dispatch.

E. "Company Facility(ies)" shall mean the network of electrical components, communication, or other common utility equipment installed by Company.

F. "Customer Facility(ies)" shall mean the network of electrical components installed by Customer in order to supply, transfer, or use electric power and as specified in the Facility Schedule(s).

G. "DG Rules" shall mean PUCT Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) or any successor rule(s) addressing distributed generation.

H. "Distribution Generation Resource" ("DGR") shall mean generation or energy storage resources which are connected to Company's distribution system at less than 60 kV as a Generation Resource capable of being economically dispatched via the ERCOT Security-Constrained Economic Dispatch ("SCED") and eligible

to provide Ancillary Services. In addition, a DGR must be registered with ERCOT in accordance with Planning Guide Section 6.8.2, Resource Registration Process, and must be modeled in ERCOT systems in accordance with Section 3.10.7.2, Modeling of Resources and Transmission Loads.

I. "DGR Integration Study" shall mean the transmission and distribution technical studies required by the Company in order to integrate operation of the Customer Facility with the Company's transmission and distribution system in accordance with all Company operating requirements and consistent with ERCOT protocols and other ERCOT rules. The DGR Integration Study identifies the additional necessary upgrades, improvements, or changes needed to support safe and reliable operations through the distribution interface and into the transmission grid.

J. "Distributed Generation" ("DG") shall mean an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten megawatts (MW) or less and connected at a voltage less than 60 kilovolts (kV) which may be connected in parallel operation to the utility system.

K. "ERCOT" shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

L. "ERCOT Requirements" shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric systems in ERCOT, including any amendments to those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time, and any successors thereto.

M. "Facility Schedule(s)" shall mean all Exhibits attached to this Agreement, which identify equipment, conditions, and information associated with this Point of Interconnection.

N. "Generation Resource(s)" shall mean a Customer Facility capable of providing energy or Ancillary Service to the ERCOT System and is registered with ERCOT as a Generation Resource. The term "Generation Resource" does not include a Non-Modeled generator.

O. "Good Utility Practice" shall have the meaning ascribed thereto in PUCT Substantive Rule 25.5(56), or its successor.

P. "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.

Q. "IEEE Standards" shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified. .

R. "Impact Study" shall mean the distribution-level, 60 kV or less, steady-state Impact Study performed by Company intended to determine the expected impacts of the proposed Customer Facility on the Company's transmission and distribution system. This study takes into account the requested modes of operation and reports the necessary upgrades, improvements, or changes needed to allow the interconnection on the distribution system.

S. "In-Service Date" shall be the date, as reflected in the Facility Schedule that the Company Facilities will be ready to connect to the Customer Facilities.

T. "NESC" shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.

U. "Person" shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

V. "Point of Interconnection" ("POI") shall mean the point(s) of interconnection specified in Exhibit "A" where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.

W. "PUCT" shall mean the Public Utility Commission of Texas or its successor in function.

X. "RARF" shall mean Resource Asset Registration Form.

Y. "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).

Z. "SODG" shall mean a Settlement-Only Distribution Generator which is a less than 10 MW generator connected at 60 kV or less and registered with ERCOT as a Settlement Only Generator ("SOG"). They are not dispatchable by ERCOT and telemetry is not required. They are settled in the market for energy only.

AA. "Tariff" shall mean the applicable Oncor Tariff, either the Tariff for Retail Delivery Service or the Tariff for Transmission Service.

BB. Wholesale Storage Load ("WSL") shall mean energy that is separately metered from all other facilities to charge a technology that is capable of storing energy and releasing that energy at a later time to generate electric energy. WSL includes losses for the energy conversion process that are captured by the WSL EPS Meter. WSL is limited to the following technologies: batteries, flywheels, compressed air energy storage, pumped hydro-electric power, electro chemical capacitors, and thermal energy storage associated with turbine inlet chilling.

3. Effective Term and Termination Rights

A. This Agreement becomes effective when executed by both Parties and shall remain in effect until terminated. The Agreement may be terminated for any of the following reasons:

a. Customer may terminate this Agreement at any time, by giving Company sixty (60) days' advance written notice.
b. Company may terminate this Agreement by giving written notice to the Customer upon failure by Customer to reach Commercial Operation within twelve (12) months after the In-Service Date.
c. Either Party may terminate this Agreement by giving at least sixty (60) days' advance written notice that a Party is in default of any of the material terms and conditions of this Agreement, however, the notice is required to specify the basis of the request for termination and there is opportunity to cure the default with Reasonable Efforts.
d. Company may terminate this Agreement by giving Customer at least sixty (60) days' advance written notice, if possible, in the event of a material change in an applicable rule or statute that necessitates termination of this Agreement. In the event of a termination, Company shall engage in good faith negotiations towards reaching a new interconnection agreement, however the Company does not guarantee such negotiations will result in a new interconnection agreement.

B. If a Party elects to terminate this Agreement pursuant to this Section 3, Customer shall pay all costs incurred by Company as of the date of receipt by the non-terminating Party of the notice of termination. Customer cost shall include

a. The costs that Company has incurred for engineering, procuring equipment and materials, right of way acquisition, construction, and any other costs related to the Company Facilities.
b. The costs that Company has committed to incur that it is unable to avoid using commercially reasonable steps.
c. Costs incurred by Company after the date of termination to return Company's system to a condition consistent with Company's construction standards. In the event of termination by either Party, both

Parties shall use Reasonable Efforts to mitigate the damages and charges that they may incur as a consequence of termination. These provisions shall survive termination of this Agreement.

C. In calculating the costs Company has incurred (or has committed to incur), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

D. Upon termination of this Agreement, the Parties will disconnect the Customer Facilities from the Company Facilities. The Parties will use Reasonable Efforts to coordinate such disconnection and the removal of Customer Facilities and Company Facilities. If the Customer Facilities are not disconnected and/or removed within thirty (30) days of written notice by Company to Customer, Company shall have the right to disconnect the Customer Facilities from the Company Facilities, remove Customer Facilities from property owned or controlled by Company, and restore Company's system to a condition consistent with Company's construction standards. Customer will be responsible for all costs and expenses, in their entirety, for Company to remove Customer Facilities and restore Company's system to a condition of construction standard due to Customer failure to remove Customer Facilities within thirty (30) days. The provisions of this Section shall survive termination of this Agreement.

4. Establishment of Point of Interconnection

Parties agree to interconnect their facilities in accordance with the terms and conditions of this Agreement. The Parties agree to design and construct their individual facilities hereunder in accordance with the following:

A. Good Utility Practice;

B. ERCOT Requirements;

C. PUCT Substantive Rules;

D. Applicable provisions of the NESC, ANSI Standards, and IEEE Standards, in effect at the time of construction of the interconnection facilities; and

E. All valid, applicable federal, state, and local laws, ordinances, rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.

5. Exclusions and Modifications

The provisions of the DG Rules, which by their terms may not be applicable to this Agreement, are hereby incorporated into this Agreement in their entirety for Customer Facilities, and all such Customer Facilities must adhere to all applicable provisions of the DG Rules. Provided, however, that the provisions of the DG Rules that are inconsistent with the intended operation of Customer Facilities as a DGR are not incorporated into this Agreement, and provided further that in the event of any conflict between the provisions of the DG Rules and the provisions of this Agreement, this Agreement will control. This Agreement does not fall under jurisdiction of NERC or NERC Reliability Standards except where explicitly described for the operation of Customer Facilities.

6. Right of Access, Equipment Installation, Removal & Inspection

A. Upon reasonable notice, Company shall be granted access to Customer's premises to inspect the Customer Facility and observe the commissioning (including any testing), startup, and operation of the Customer Facility.

B. Following initial inspection as described in Subsection 6(A.) at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have

access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the terms and conditions of this Agreement, or if necessary to meet its obligations to provide service to its customers.

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

7. Modifications of Customers Facilities

Customer agrees that prior to making any modifications to Customer Facilities including but not limited to changes in Ancillary Services or the services studied at the time of interconnection that substantially affect the interconnection facilities and/or associated system protection equipment and/or system protection settings, and/or other parameters associated with the interconnection between the Customer Facility and Company Facilities (including but not limited to the installation of new or upgraded facilities), Customer must provide notification and receive written approval from Company, prior to making such modifications.

8. Service Interruptions

A. Company shall have the right to suspend service in cases where continuance of service to Customer will endanger Persons or property. During a forced outage of the Company Facilities, Company shall have the right to suspend service to effect immediate repairs of the Company Facilities.

B. The Parties recognize that the interruption of service provisions of Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules give Company the right to disconnect the Company Facility from Customer Facility under the conditions specified therein. Customer will promptly disconnect Customer Facility from the Company Facility when required by and in accordance with Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules or ERCOT Requirements, provided that Company shall have the right to disconnect Customer Facility from the Company Facility if Customer fails to comply with any such disconnection requirement or if Customer fails to comply with the terms of the applicable Company Tariff including failure to pay charges assessed, pursuant to the applicable Company Tariff.

9. Metering, Telemetry, and Communication Requirements

A. Metering, telemetry, and communication of data by Company and Customer hereunder will be in accordance with ERCOT Requirements. Company will specify data to be provided to Company by Customer.
Company shall, in accordance with Oncor Tariff, ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility.

B. Customer shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility. The interconnection of the Customer Facility with the Company Facilities shall not interfere with the operation of Company's metering, telemetry, or communications equipment.

C. Company will notify Customer no less than seven (7) business days in advance of any planned maintenance, inspection, testing, or calibration of metering equipment, telemetry, or communications equipment unless otherwise agreed to in writing. Customer, shall have the right to be present for these activities and to receive copies of appropriate documents related to the procedures and results.

D. Prior to the connection of the Customer Facility, acceptance tests will be performed by the Parties to ensure the proper functioning of all metering, telemetry and communications equipment associated with the

interconnection and operation of the Customer Facility, and to verify the accuracy of data received by Company and Customer. All acceptance tests will be performed consistent with ERCOT Requirements and Good Utility Practice.

E. Customer will own and install the necessary communications facilities for provision of SCADA communications and telemetry to Customer's energy management system and to Company's system dispatch center consistent with ERCOT Requirements. All communications facilities delivering data to Company shall meet Company's requirements. If there is a conflict between Company requirements and ERCOT Requirements, Company requirements shall prevail.

Company shall, in accordance with Good Utility Practice and applicable requirements, specify the communications facilities necessary to transmit data from Customer's metering and telemetry facilities to Company's system dispatch center.

F. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment error or malfunction that requires attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

G. Any change to Customer's meters, telemetry equipment, voltage transformers, current transformers, associated panels, hardware, conduit or cable, which will affect the data received by Customer must be approved in writing by Company prior to Customer making such change.

10. System Protection and Other Controls Requirements

A. Customer shall install and maintain equipment necessary to automatically disconnect Customer Facilities from Company Facilities in the event of a fault on the Company electrical distribution system. Design of Customer Facilities is subject to Company review as to suitability for safe, compatible, reliable interconnection and operation with the Company Facilities so as to not reduce or adversely impact the quality of electric service provided by Company to all customers. Customer will provide to Company a relaying one line diagram and any related drawings or other documents pertaining to system protection and other controls requested by Company. Customer Facilities will include a fault interrupting device at the Point of Interconnection capable of interrupting the available fault current. For unintentional islanding event in which the Customer Facility energizes a portion of the Company system through the Point of Interconnection, the Customer's system protection facilities shall detect such islanding, disconnect from, and cease to energize the Company Facilities within two (2) seconds.

B. Customer Facility will comply with ERCOT Requirements concerning voltage ride-through, under-frequency and over-frequency relaying, and primary frequency response.

11. System Disturbance Analysis, Testing and Commissioning

A. Each Party will test, operate and maintain system protection equipment in accordance with Company requirements and ERCOT Requirements. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform all required testing of system protection equipment. Customer agrees that acceptable relay test reports will be provided to Company and on-site commissioning acceptance testing shall be performed prior to final commissioning of the Customer Facility. Customer agrees to submit to Company preliminary relay settings for all applicable relaying. After Company and Customer agree on the applicable relay settings, Customer will provide final relay settings to Company. Upon completion of acceptance testing, Customer will provide its relay testing documentation to Company certifying that all relaying and protection equipment has been properly tested prior to the Customer Facilities achieving in service.

B. At intervals suggested by Good Utility Practice, or at intervals described in ERCOT Requirements if so defined therein, and following any apparent malfunction of the system protection equipment, each Party shall perform required testing or functional trip tests of its system protection equipment. Each Party will provide reasonable advance notice to the other Party of testing of its system protection equipment under this section and, if requested, allow the Party to have representatives present during testing of its system protection equipment.

C. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

12. System Operation and Maintenance

Each Party shall operate and maintain its facilities in accordance with Good Utility Practice, NESC, ERCOT Requirements, PUCT Substantive Rules, and all other applicable laws, regulations, codes, and standards. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its Facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger Persons or property, provided that, in the event that the Parties make all Reasonable Efforts to schedule an outage but are unable to agree on a mutually agreeable schedule, Company's schedule shall control. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Customer Facility that will affect the operation of the Company Facilities shall be coordinated between Company and Customer, and will be conducted in accordance with ERCOT Requirements.

A. Any switching or clearances of the Company Facilities or Customer Facilities will be done in accordance with ERCOT Requirements, Company's switching procedures, and Good Utility Practice.

B. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, Customer shall be responsible for the proper synchronization of the Customer Facility with the Company Facilities.

C. Customer shall procure, install, maintain and operate power system stabilizers in accordance with ERCOT Requirements, if required.

D. The Parties shall maintain network operating model updates in accordance with the ERCOT Requirements.

E. Each Party will establish and maintain a response plan that requires immediate response in the event of an emergency. Each Party shall have a control center that is staffed 24 hours per day, 7 days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its facilities at the Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' control centers or the assigned contact personnel, phone numbers and email addresses will be exchanged and each Party will be notified of any changes moving forward.

13. Scheduled and Unscheduled Outages and Clearances

Each Party shall provide outage notification to the other Party, including for unscheduled (forced) outages and planned outages, in accordance with ERCOT Requirements and Good Utility Practice.

A. In the event of an unscheduled (forced) outage occurring within the Company system that will affect service to the Customer Facility, Company shall promptly notify Customer and Customer's Qualified Scheduling Entity ("QSE"). Customer shall update its Current Operating Plan ("COP") status, telemetered status (if appropriate), and the ERCOT outage scheduler accordingly. Following restoration of the affected Company Facilities, Company shall promptly notify Customer when the Company Facilities are ready to be re-

energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

B. In the event of an unscheduled (forced) outage of Customer Facility, Customer shall promptly notify Company and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall update the ERCOT outage scheduler in accordance with ERCOT Requirements. If clearance is requested, Customer shall not perform restoration of the affected facilities until Company has notified Customer that it may proceed with restoration. Following restoration of the Customer Facilities, Customer shall promptly notify Company when the facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

C. In the event of a scheduled outage of the Company Facilities, Company shall notify Customer no less than (7) business days prior to the scheduled outage. Company shall notify Customer when the Company Facilities are ready to be re-energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

D. In the event of a scheduled outage of the Customer Facility, Customer shall notify Company no less than seven (7) business days prior to the requested outage and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall notify Company when the Customer Facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

14. Performance Obligation & Financial Security Arrangements

A. The Customer will acquire, construct, operate, test, maintain and own Customer Facilities at its sole expense and responsibility. In addition, the Customer may be required to make a Contribution In Aid of Construction ("CIAC"), as described within Exhibit "C" in accordance with applicable rules of the PUCT.

B. The Company will acquire, own, operate, test, and maintain all Facilities designated as Company at its sole expense and responsibility.

C. The Company may require the Customer to provide a reasonable means of security to cover the costs of planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. Requirements pertaining to security arrangements are specified within Exhibit "D" of the Agreement. If the Customer Facility has not achieved Commercial Operation within twelve (12) months after the scheduled Commercial Operation date, as identified in Exhibit "G", or if the Customer terminates this Agreement in accordance with Section 3 the Company may retain security required to recover the costs the Company has incurred in planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. If a cash deposit is made pursuant to Exhibit "D", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

15. Insurance

Customer shall, at its own expense, maintain in force throughout the period of this Agreement and until released by Company the following minimum insurance coverages, with insurers authorized to do business in Texas, and in accordance with the following requirements:

A. Employers' liability and worker's compensation insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the employer's liability insurance shall be one million dollars ($1,000,000) each accident bodily injury by accident, one million dollars ($1,000,000) each employee bodily injury by disease, and one million dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial general liability insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars ($1,000,000) per occurrence / one million dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive automobile liability insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess public liability insurance over and above the employer's liability, commercial general liability and comprehensive automobile liability insurance coverage, with a minimum combined single limit of five million dollars ($5,000,000) per occurrence.

E. The commercial general liability insurance, comprehensive automobile liability insurance, and excess public liability insurance policies shall name Company, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days' advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Customer shall be responsible for its respective deductibles or retentions.

G. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies, if written on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each Party under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Customer shall provide to Company certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, Customer may self-insure to the extent it maintains a self-insurance program, provided that Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's or Moody's Investor's Service. For any period of time that Customer's senior secured debt is unrated by Standard & Poor's and Moody's Investor's Service or is rated at less than investment grade by Standard & Poor's and Moody's Investor's Service, Customer shall comply with the insurance requirements applicable to it under Sections 15(A) through (I). In the event that Customer is permitted to self-insure pursuant to this Section 15(J), it shall not be required to comply with the insurance requirements applicable to it under Sections 14(a) through (i).

K. Each Party shall report to the other Party in writing as soon as practical all accidents or occurrences resulting in injuries to any Person, including death, and any property damage arising out of this Agreement.

16. Limitation of Liability and Indemnification

A. The terms "Delivery Service" and "Construction Service" used in this Section shall have the meaning ascribed to them in Company's Tariff for Retail Delivery Service.

B. Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

C. Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.

D. However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Delivery Service that are caused by Company's or Customer's gross negligence or intentional misconduct, this Section shall not preclude recovery of appropriate damages when legally due.

E. Company and Customer shall use Reasonable Efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under this Section. Neither Company nor Customer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of ERCOT.

17. Written Notices

Except as otherwise provided in Exhibit "B", any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified in Exhibit "B". Either Party may change the notice information in Exhibit "B" by giving five (5) business days' written notice prior to the effective date of the change.

18. Successors and Assignments

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of Company, for collateral security purposes to aid in providing financing for the Customer Facility, provided that Customer will require any secured party, trustee or mortgagee to notify Company of any such assignment. Any financing arrangement entered into by Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Company of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

19. Governing Law and Applicable Tariffs

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

D. This Agreement is applicable only to the interconnection of Customer Facility to Company Facility at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy or Ancillary Services by either Party, either before or after Commercial Operation.

E. This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

20. Default and Force Majeure

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, pandemic, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing within seven (7) days of the occurrence claimed to constitute Force Majeure, which notice shall state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. Failure to give the required notice shall constitute a waiver of any claim of Force Majeure. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

C. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to section titled "Default and Force Majeure" or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in the next paragraph, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

D. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, in its sole discretion but subject to receipt of any regulatory approvals required by applicable law, to terminate at any time until a cure occurs either this Agreement or any Facility Schedule as to which the Default relates and disconnect the associated Points of Interconnection by providing [ ] calendar days written notice to the Defaulting Party. Upon termination, the terminating Party is relieved of any further obligations (other than obligations associated with its own Defaults, if any, occurring prior to termination) either under this Agreement if that Party shall have elected to terminate this Agreement, or with respect to the terminated Facility Schedule(s) and disconnected Point of Interconnection(s) if that Party shall have elected to only terminate any Facility Schedules as to which the Default relates. Irrespective of whether a Party terminates this Agreement or any Facility Schedule, that Party is entitled to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled under this Agreement or other applicable tariffs, rules, or law. The provisions of this Section will survive termination of this Agreement.

E. The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

21. Interconnection Outside of ERCOT

The operation of Customer Facility by Customer shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act, and shall be referred to as "Intrastate Operation". The Parties recognize and agree that any such interconnection will constitute an adverse condition giving Company the right to immediately disconnect Company Facilities from Customer Facilities, until such interconnection has been disconnected.

22. Invoicing and Payment

Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Substantive Rules or Oncor Tariff), invoicing and payment rights and obligations under this Agreement shall be governed by Oncor Tariffs and PUCT Substantive Rules or the rules and regulations of the applicable Governmental Authority. Invoices

shall be rendered to the paying Party at the address specified herein, and payments shall be made in accordance with this Agreement.

23. Land Rights and Easements

Terms and conditions addressing the rights of Company and Customer regarding any facilities located on the other Party's property shall, if necessary, be addressed in a separate, duly executed and recorded easement agreement between the Parties.

24. Confidentiality

Subject to the exception in this section, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any Person not employed or retained by the other Party, except to the extent disclosure is:

A. Required by law.

B. Reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute.

C. Permitted by consent of the other Party, such consent not to be unreasonably withheld.

D. Necessary to fulfill its obligations under this Agreement or as a transmission service provider, including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall promptly notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this Section, or if any third party or Governmental Authority makes any request or demand for any of the information described in this Section, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision). Each Party agrees to:

   a. Furnish upon request to the other Party such further information;
   b. Execute and deliver to the other Party such other documents; and
   c. Do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, Company shall, at Customer's expense, when reasonably requested to do so by Customer at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to Company's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to Customer under a proposed loan agreement. Company will use commercially Reasonable Efforts to obtain any opinion of counsel reasonably requested by Customer, but Company shall not be in Default of any obligation under this Agreement if Company is unable to provide an opinion of counsel that will satisfy any potential lender to Customer. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

25. No Annexation

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed to in writing by the Parties.

26. Construction Timelines, Customer Completion of Project

Customer agrees if substantial Customer project construction does not begin within six months of the execution of this Agreement and such delay is not materially caused by a delay of Company in designing, procuring equipment and contracting the interconnection facilities, then Customer may be subject to revised utility system interconnection requirements which could result in requests for additional funding.

27. Miscellaneous Provisions

A. This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

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

C. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

28. Representations and Restrictions on Foreign Ownership and Affiliation

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

Oncor Electric Delivery Company LLC	**[Customer]**
BY: _____	BY: _____
PRINTED NAME: James Painter	PRINTED NAME: _____
TITLE: Senior Manager Asset Planning	TITLE: _____
DATE: _____	DATE: _____

Facility Schedule(s)

Exhibit "A"
Interconnection Details

1. Customer Facility Name:

2. Customer Facility Location:

3. Point of Interconnection: Located at the point of common coupling between the Customer Facility and the Company Facilities.

4. Delivery Voltage: kV

5. Number and Size of Generating Units: kW inverters

6. Maximum Export Capacity: MW and MVA

7. Maximum Load Capacity: MW and MVA

8. Type of Generating Unit: Battery / Inverter

9. **Equipment to be furnished by Customer:**

   Customer Facility shall include all facilities on the Customer's side of the Point of Interconnection, as shown in the diagrams provided in Exhibits "D" and "E".

Proposed Customer BESS						
Item	**Qty**	**Manufacturer**	**Model Number**	**Capacity**	**Total Capacity**	**Certification**
Inverters				kW	MW*	

Item	**Qty**	**Manufacturer**	**Model Number**	**Voltage**	**Capacity**	**Total Capacity**
Battery				V	Ah	MWh
Battery Rack				V	Ah	MWh

* Each inverter will be software limited to provide less than # MW at the PCC. Site controller will measure the aggregate power delivered to the PCC and will limit the output to less than or equal to # MW.

(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. **Equipment to be Furnished by Company:**

    Company has determined that the interconnection request will require modifications to its system, which includes, without limitation, the following: installation of a new feeder breaker and associated settings; adding new conductor; replacement of lightning arresters, installation of CCVT's, installation of an IntelliRupter; and adding metering and telemetry communications.

(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

11. **Interconnection Studies**

a. Company has performed a Utility System Impact Study, [Customer] dated ##/##/#### ("Impact Study") which incorporates the DGR Integration Study. Customer agrees to abide by the recommendations, operating limitations, and any other provision contained in the Impact Study.

b. Company will provide a response to satisfy the ERCOT Provisional Conditions for Interconnection and Operation of Qualified Distribution Generation Resources effective September 26, 2019. ERCOT states that future protocols and other rules affecting DGR interconnection and operation are likely to change and may differ from the conditions specified in this Agreement. A separate Acknowledgment, Waiver, and Release Form from ERCOT Resource Entities with Distributed Generation Resources will be produced which will detail compliance conditions which will include but not be limited to Company stating that the Customer Facility has been modeled in the ERCOT system and Company has disclosed any operational conditions which would limit the DGR from being dispatched as a Generation Resource. This Agreement is conditional upon the requirements and results of the Impact Study, and Customer agrees to abide by the recommendations, operating limitations, and any other provision stated.

12. **Supplemental Terms & Conditions:**

Customer agrees to abide by the recommendations, operating limitations, and any other provision stated in the Impact Study, and is to include, but not be limited to the following:

a. **Single Energization Path.** Company has performed interconnection studies utilizing a designated single energization path through Company substation to the transmission grid and therefore will only allow this path for the interconnection.

b. **Power Factor for Load**. When the Customer Facility is operating as a load, Customer shall provide appropriate reactive compensation to ensure a power factor between 0.95 lagging and unity at the Point of Interconnection.

c. **Voltage and Reactive Power Control**. Customer's Facility shall be designed to provide voltage regulation capability for changes in reactive power. Customer agrees to design and operate a generation system with an adjustable capability of operating between 95% lagging to 95% leading power factor. Customer agrees to initially operate their system in constant power factor mode set at unity. Customer agrees upon reasonable notification from Company to alter this setting anywhere within the specified range or change the operating mode.

d. **Customer Facility Operation.** Company's Impact Study identified that the Company system can be impacted by the proposed Customer Facility. It is the Customer's responsibility to actively monitor, regulate, and control its system to stay within Company requirements. Customer Facility shall not cause Company's service voltage to go outside the requirements of ANSI C84.1-2011, Range A (generally within 5% of nominal). Company can require Customer Facilities be disconnected should violations of these conditions occur. Company utilizes the IEEE 519-2014 standard for compliance with harmonic distortion in accordance with PUCT Substantive Rule 25.212(c)(4). Company utilizes the General Electric Company voltage flicker curve as a guide in evaluating voltage dips on Company's distribution system. At Company's substation bus, the maximum allowable voltage dip shall not exceed the Borderline of Visibility Curve (General Electric guideline) for voltage fluctuations at various time intervals.

e. **Frequency Relaying Requirements**. Frequency relaying requirements in ERCOT rules, including but not limited to the Nodal Operating Guide Section 2.6.2, shall control in the event of any conflict with PUC Substantive Rules.

f. **Facility Control and Ramp Rate.** Customer charging and discharging operational requirements are as follows:

Charging / Discharging Operational Requirements	
Approved Charging Capacity	# kW (MW)
Approved Discharging Capacity	# kW (MW)
Non-ERCOT Dispatch or Energy Market Operations Limitations	
Maximum ramp rate for charging (battery charge rate)	# kVA/sec (per inverter)
Maximum number of fluctuations[2] between idling[1] to a full discharging ramp rate	# /hour
Maximum number of fluctuations[2] from idling[1] to maximum charging ramp rate	# /hour
Maximum number full load cycles[3] in a one hour period.	# /hour
System Emergency Operations – Ancillary Services	
Maximum charging and discharging ramp rate for Fast Frequency Response (FFR) (six cycle reaction time and nine cycle ramp – 15 cycle requirement from ERCOT)	# kVA/cycle (per inverter)
Maximum charging or discharging response rates: Fast Responding Regulation Down Service (FRRS-Down[4]) Fast Responding Regulation Up Service (FRRS-Up[4]) (40 cycle reaction time and 20 cycle ramp)	# kVA/cycle (per inverter)

1 Idling shall mean a state where the facility is not charging or discharging for 55 seconds or longer at the PCC.
2 A fluctuation is considered a movement from one state of charge of the system to another state of charge.
3 A full load cycle means going from a state of fully charging at maximum rate to a state of fully discharging at the maximum rate or vice versa.
4 FRRS – required to deploy the capacity within 60 cycles of receiving a deployment signal from ERCOT or measuring a frequency deviation in excess of 0.09Hz.

g. **Facility Control and Ramp Rate Verification Data**. Company may request detailed operational data to verify adherence to the ramp rate and fluctuation requirements stated in the Operational Requirements Table above. Data provided should be submitted in the same units as stated in the operational table. Data requests may include these parameters, but is not limited to any information. When requested, Customer agrees to provide information within five business days.

h. **Wholesale Storage Load**. Customer has requested Wholesale Storage Load treatment to be provided in accordance with PUCT Substantive Rule 25.501(m)(2) and ERCOT Requirements.

Exhibit "B"
Notice Information

<table>
<tr><td colspan="2">a. With the exception of outage notifications, which are addressed in subsections (b) and (c) below, all notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means as follows:</td></tr>
<tr><td>If to Company

Oncor Electric Delivery Company LLC
Attn: Jim Painter
777 Main St
Fort Worth, TX 76102
Telephone: (214) 486-6779
E-mail: james.painter@oncor.com</td><td>If to Customer</td></tr>
<tr><td colspan="2">b. All notifications of planned outages shall be in writing and/or may be sent between the Parties via electronic means including email as follows:</td></tr>
<tr><td>If to Company

Oncor Electric Delivery Company LLC
Attn: Jim Painter
777 Main St
Fort Worth, TX 76102
Telephone: (214) 486-6779
E-mail: james.painter@oncor.com</td><td>If to Customer</td></tr>
</table>

c. All notifications of unscheduled (forced) outages shall be communicated via telephone as follows:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Control Center 24/7 Telephone: (214) 743-6897 Fax Number: (214) 273-6884	

d. Notices of an administrative nature:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	

e. Notice for statement and billing purposes:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	
Information concerning Electronic Funds Transfers: If to Company: Houston, Texas ABA No. 021000021 (Wire Only) For credit to: Oncor Electric Delivery Company LLC Account No.08806169791	If to Customer: [ENTER NAME OF BANK] [ENTER ADDRESS] [ENTER CITY, STATE, ZIP] ABA No. _____ For credit to: _____ Account No. _____

A Party may change any of its foregoing notice information by providing written notice to the other Party, in

accordance with the terms of the Agreement.

Exhibit "C"
Cost Responsibility, Ownership, and Control

The cost, ownership, and control responsibilities described within this Exhibit C apply to Customer Facilities that qualify for treatment as Wholesale Storage Load (WSL) as determined by Company's Tariff for Transmission Service. If Customer Facilities are not designated as WSL then this Exhibit C will be revised accordingly pursuant to Company's appropriate Delivery Service Tariff.

Note that the cost responsibilities described herein include only Customer responsibilities for Facilities that qualify for WSL treatment. The provision of service to other electric loads located at Customer site, i.e., auxiliary loads, will be addressed in a separate agreement.

Cost Responsibility, Ownership, and Control of Company Facilities:

1. Company retains sole and complete ownership and control of Facilities designated as property of Company. Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this Agreement. Customer will pay Company a Contribution In Aid of Construction ("CIAC") in the amount of $###,###.## for the cost of non-standard facilities.

2. This non-utilization clause applies only to the installation of standard delivery system facilities.

    a. The amount of CIAC is calculated based on the maximum charging capacity of the Generation Resource (i.e., contract kW). Company will conduct a review of the actual load at the designated location to determine the accuracy of the estimated charging capacity of Generation Resource. If, within four (4) years after Company completes the extension of delivery system facilities, the estimated load as measured by actual maximum kW billing demand at the designated location has not materialized, Company will re-calculate the CIAC based on actual maximum kW billing demand measured.

    b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC and the initial CIAC paid by Customer. Company's invoice to Customer for a "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

Other Cost Responsibilities

Other applicable costs associated with this Agreement for the delivery of electric power and energy by Company are as specified and pursuant with

☐ Rate Schedule 3.2 Rate XFMR – Wholesale Substation Service

☐ Rate Schedule 3.3 Rate DLS – Wholesale Distribution Line Service

of the Company's Tariff for Wholesale Delivery Service, which may from time to time be amended or succeeded.

Exhibit "D"
Security Arrangement Details

Effective on or before [ENTER DATE], Customer shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which Oncor receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect either i) an "Irrevocable Standby Letter of Credit" for the benefit of COMPANY in a commercially acceptable form consistent with this Exhibit D and otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld, in the amount as set forth below or ii) a cash deposit "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Customer-selected and COMPANY-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom COMPANY certifies has succeeded to COMPANY's right, title and interest in and to this Agreement. Should COMPANY transfer such Irrevocable Standby Letter of Credit as stated above, Customer shall reimburse COMPANY for any costs it incurs from the Bank associated with such transfers.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Customer shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another COMPANY-approved bank of Customer's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to COMPANY and Customer in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Customer hereby agrees that in the event that the Bank gives such notice and Customer does not provide COMPANY with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, COMPANY shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Customer has not provided to COMPANY a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, COMPANY shall have the right to retain as security the full amount (as specified

in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

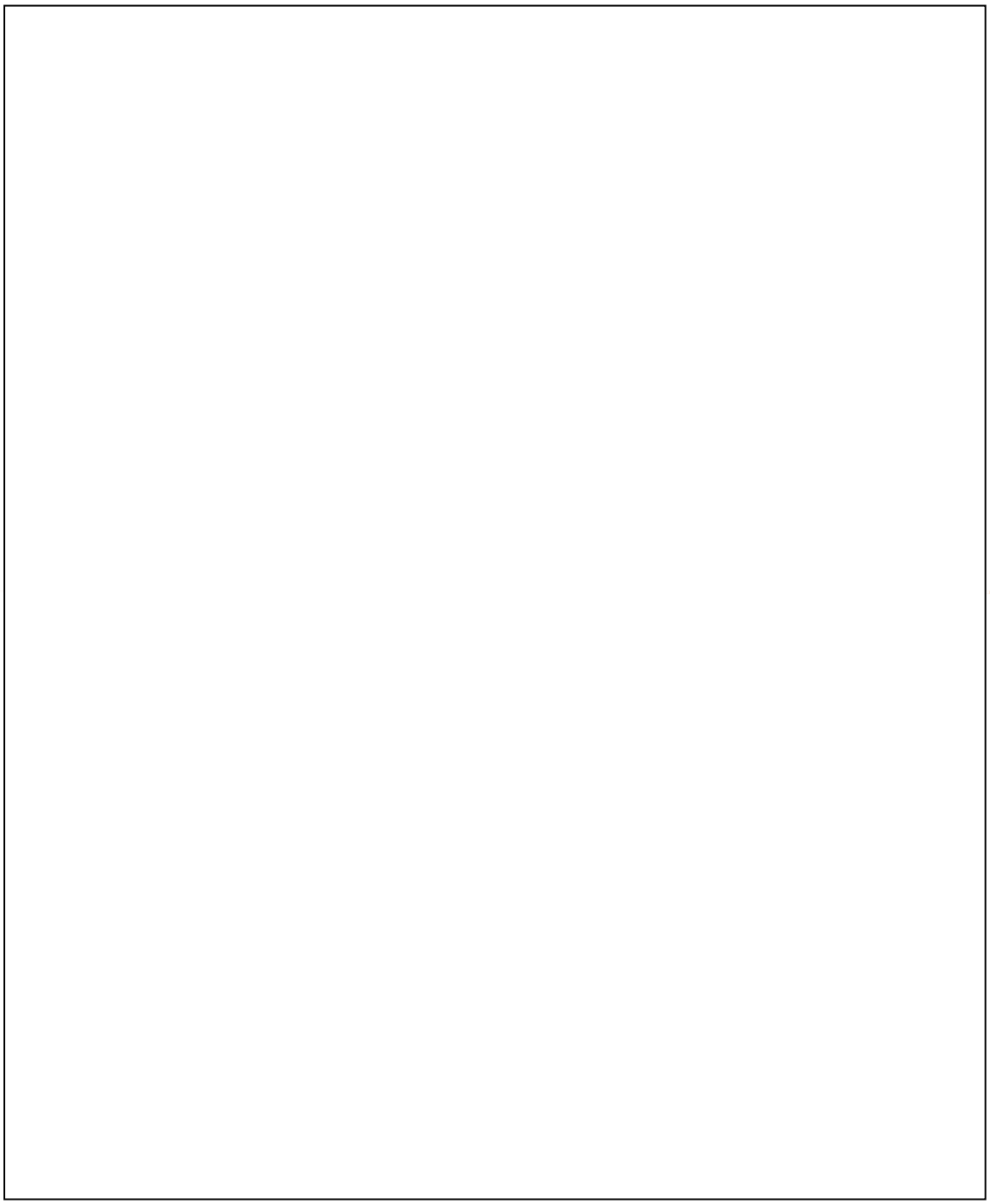
Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Customer.

As of the Effective Date, the Irrevocable Standby Letter of Credit or cash deposit shall provide surety to COMPANY in the amount of $_____.

Effective Date	Surety Amount
_____	$_____

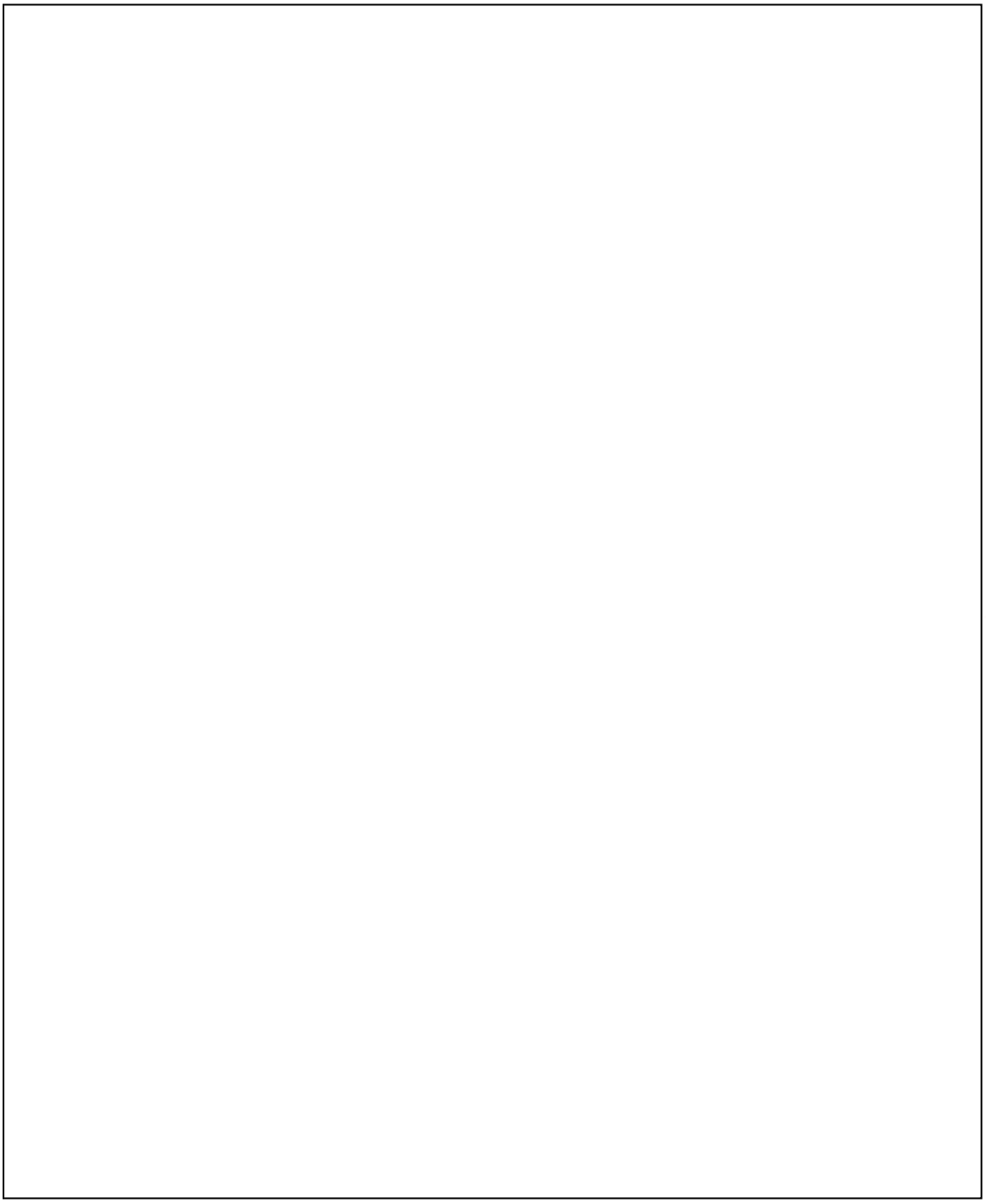
Exhibit "E"
One-Line Diagram

:



Note: Shown one-line drawing represents the most current drawing(s) available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

Exhibit "F"
Layout Drawing



Note: Layout drawing represents the most current drawing available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect requirements of Company will need to be reviewed and accepted by Company.

Exhibit "G"
Time Schedule

Date by which Customer must provide notice to commence construction and provide security, so that COMPANY may maintain schedule to meet the target In-Service Date: [INSERT DATE]

Target In-Service Date(s): [INSERT DATE]

Scheduled Interoperability Test Date: [INSERT DATE]

Scheduled Commercial Operation Date: [INSERT DATE]

Date by which COMPANY will submit the Metering Design Proposal to ERCOT: [INSERT DATE]

Date by which COMPANY must take ownership or possession of the deed or easement(s), in accordance with Exhibit "A", for property for the CUSTOMER FACILITIES, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer must provide an all-weather road acceptable to COMPANY for COMPANY's ingress and egress to and from the CUSTOMER FACILITIES site, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer will complete the Customer Facility grading and the All-Weather Road, where Company facilities are to be installed. [INSERT DATE]

Date by which Customer will have conduit stub-ups and cable installed at the Point of Interconnection for COMPANY's terminations: [INSERT DATE] Note: Delete this paragraph if not applicable

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "G".

Exhibit "H"
Ancillary Services

Customer has requested to participate in the following Ancillary Services. If these definitions change, then they are to be replaced with their successor in function.

☐ **A.** **Non-Spinning Reserve (Non-Spin)** An Ancillary Service that is provided through use of the part of off-line Generation Resources that can be synchronized and ramped to a specified output level within 30 minutes (or load resources that can be interrupted within 30 minutes) and that can operate (or load resources that can be interrupted) at a specified output level for at least one hour. Non-spin may also be provided from unloaded on-line capacity that meets the 30-minute response requirements and that is reserved exclusively for use for this service.

☐ **B.** **Regulation Down Service (Reg-Down)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available below any base point but above the Low Sustained Limit (LSL[1]) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-down must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-down below the load resource's Maximum Power Consumption (MPC[2]) limit.

☐ **C.** **Fast Responding Regulation Down Service (FRRS-Down)** A subset of reg-down in which the participating resource provides reg-down capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-down also apply to FRRS-down.

☐ **D.** **Regulation Up Service (Reg-Up)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available above any base point but below the High Sustainable Limit (HSL[3]) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-up must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-up above the load resource's Low Power Consumption (LPC[4]) limit.

☐ **E.** **Fast Responding Regulation Up Service (FRRS-Up)** A subset of reg-up in which the participating resource provides reg-up capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-up also apply to FRRS-up.

[1] Low Sustained Limit (LSL), For a Generation Resource: The limit established by the QSE, continuously updatable in real-time, that describes the minimum sustained energy production capability of a resource. For a Load Resource: The limit calculated by ERCOT, using the QSE-established LPC.
[2] Maximum Power Consumption (MPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the maximum sustained power consumption of a load resource. The MPC shall be a positive number in MW.
[3] High Sustainable Limit (HSL) – For a Generation Resource: The limit established by the QSE, continuously updated in real-time that describes the maximum sustained energy production capability of the resource. For a load resource: The limit calculated by ERCOT, using the QSE-established Maximum Power Consumption (MPC).
[4] Low Power Consumption (LPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the minimum sustained power consumption of a load resource. The LPC shall be a non-negative number in MW.

☐ **F.** **Responsive Reserve (RRS)** An Ancillary Service that provides operating reserves that are intended to: Arrest frequency decay within the first few seconds of a significant frequency deviation on the ERCOT transmission grid using primary frequency response, Fast Frequency Response (FFR), and interruptible load; after the first few seconds of a significant frequency deviation, help arrest and stabilize frequency; and provide energy or continued load interruption during the implementation of the Energy Emergency Alert (EEA).

☐ **G.** **Fast Frequency Response (FFR)** The automatic self-deployment and provision by a resource of their obligated response within 15 cycles after frequency meets or drops below a preset threshold, or a deployment in response to an ERCOT Verbal Dispatch Instruction (VDI) within 10 minutes. Resources capable of automatically self-deploying and providing their full Ancillary Service Resource Responsibility within 15 cycles after frequency meets or drops below a preset threshold and sustaining that full response for at least 15 minutes may provide Responsive Reserve (RRS).

6.3.100 Agreement for Underground Facilities and Cost Recovery

This Agreement for Underground Facilities and Cost Recovery ("Agreement") is made and entered into between Oncor Electric Delivery Company LLC ("Company") and the City of Irving ("City"), hereinafter referred to as "Parties." The Parties, through their undersigned representatives, hereby agree to the following:

1. UNDERGROUND FACILITIES COST RECOVERY FACTOR RIDER. This Agreement is made pursuant to the Underground Facilities Cost Recovery Factor Rider, Rate Schedule 6.1.1.6.100 – Rider Underground Facilities Cost Recovery Factor (UFCRF), but shall constitute a separate and binding agreement irrespective of whether the UFCRF is modified or eliminated while this Agreement is in effect.

2. DESCRIPTION OF UNDERGROUNDING PROJECT. This Agreement covers the Project, as described below:

Relocate or Convert Oncor's Existing Overhead Facilities to Underground at

3. FINAL ESTIMATE, FINAL RECOVERY PERIOD, AND FINAL COST RECOVERY FACTORS. The following Final Estimate, Final Recovery Period, and Final Cost Recovery Factors were determined pursuant to the provisions of the UFCRF, and City hereby accepts them, as follows:

Final Estimate: **$**
Final Recovery Period: **Months**
Final Cost Recovery Factors:

RATE CLASS	ALLOCATED AMOUNT ($)	NUMBER OF CUSTOMERS	FINAL COST RECOVERY FACTOR ($/CUSTOMER)
Residential			
Secondary Service Less Than or Equal to 10 KW			
Secondary Service Greater Than 10 KW			
Primary Service Less Than or Equal to 10 KW			
Primary Service Greater Than 10 KW – Distribution Line			
Primary Service Greater Than 10 KW – Substation			
Transmission Service			
Lighting Service			

Except as explicitly set out herein, the Final Estimate and Final Cost Recovery Factors are final and binding on the Parties for all purposes, and are not subject to modification, re-examination, true-up, reconciliation, or any other review as to prudence, reasonableness, or in comparison to the actual costs of the project. Notwithstanding the above sentence, if City takes any action, by ordinance, rule, or otherwise, that results in increased costs to the undergrounding project, then Company may, at its sole option, unilaterally increase

the Final Estimate by the increase in cost resulting from the City's action, and may unilaterally increase the Final Cost Recovery Factors so as to fully recover the additional cost by the end of the Final Recovery Period. For purposes of increasing the Final Estimate and Final Cost Recovery Factors, Company shall have the sole right to determine the cost increase resulting from City's action(s).

4. CANCELLATION OF PROJECT. City may cancel an undergrounding project at any time prior to the point construction begins on the project. If canceled, City shall reimburse Company for all costs incurred up to the cancellation date, including any additional costs incurred by Company thereafter as a result of the cancellation, within 15 days of receipt of an invoice from the Company. Company may, at its option, send more than one invoice in order to more timely recover its costs.

5. MODIFICATION OF RATE SCHEDULE 6.1.1.6.100 – RIDER UNDERGROUND FACILITIES COST RECOVERY FACTOR (UFCRF). Should City, any other regulatory authority, or any court modify, eliminate or void some or all of Rate Schedule 6.1.1.6.100 – Rider Underground Facilities Cost Recovery Factor (UFCRF) in such a manner that it is no longer acceptable to Company, then Company may withdraw from this Agreement by giving City ten days written notice. Any Cost Recovery Factors in effect at the time of Company's withdrawal will remain in effect for their term, and the Agreement will remain in limited effect solely for that purpose, until all such Factors have expired. If the Factors can no longer be charged in full, then City shall on a monthly basis reimburse the Company for the shortfall between the amounts that would have been recovered absent the modification or elimination of the Underground Facilities Cost Recovery Factor Rider and the amounts actually recovered pursuant to the Rider. For each calendar month, the Company shall determine the shortfall and invoice the City for that amount by the 15th of the following month, and City shall pay such invoice by the last day of that month.

6. REPAIR, UPGRADE, AND REPLACEMENT OF REQUESTED UNDERGROUND FACILITIES.

   A. Minor repairs to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being repaired, with such cost to be borne by Company.

   B. Company upgrades to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being upgraded, with such cost to be borne by Company.

   C. If the underground facilities installed pursuant to this Agreement are relocated at the request or requirement of City or any other federal, state, or local governmental entity, then the relocated facilities shall be installed using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.

   D. Replacement of underground facilities installed pursuant to this Agreement, not made as part of repairs or facility upgrades under Subparagraphs A and B of this Paragraph, shall be done using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.

7. MISCELLANEOUS PROVISIONS.
   A. The Parties agree that the rights, duties, benefits, and obligations set forth in this Agreement are binding upon their successors in interest.

B. Each person executing this Agreement represents that he or she is authorized to sign this Agreement on behalf of the party represented.

C. The Parties expressly acknowledge and agree that oral and written statements made by either Party or its representatives during the course of the negotiations that led to this Agreement cannot be used or portrayed as an admission or concession of any sort and shall not be admissible as evidence in any proceeding

D. The City may audit any request for reimbursement made under this Agreement pursuant to Texas Utilities Code Ch. 14. The parties agree that an audit made under this Agreement is conducted at a reasonable time for a reasonable purpose.

Executed on this the _____ day of _____, ____, by the Parties hereto, by and through their undersigned duly authorized representatives.

Oncor Electric Delivery Company LLC	**City of _____, Texas**
By:_____	**By:_____**
Its:_____	**Its:_____**

6.4 Rate Administration

6.4.1 Cities in Which Rider UFCRF and the Agreement for Underground Facilities and Cost Recovery have been Approved

CITY	EFFECTIVE DATE	CITY	EFFECTIVE DATE
Irving	11/01/2007		
Sulphur Springs	02/05/2008		
Sulphur Springs	09/28/2009		
Sulphur Springs	03/01/2017		

APPENDIX A

AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

_____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

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

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____