

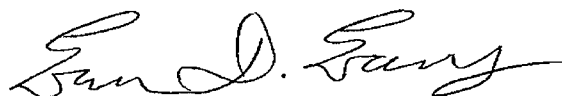
ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-3	20	Residential Service	Texas service territory
IV-18	20	Secondary General Service	Texas service territory
IV-56	17	Service Agreement Summary Bishop Hills Property Owners Amarillo College Chase Bank Tower	Potter County Amarillo Amarillo
IV-61	14	Service Agreement Summary Canadian River Municipal Water Authorities	Potter, Carson, Roberts & Hutchison Counties
IV-65	19	Guard Lighting Service	Texas service territory
IV-69	50	Fuel Cost Recovery Factor	Applicable to rate schedules where indicated
IV-77	11	Electric Service to a Qualifying Facility of Aggregate Generation Capacity of 100 K W or Less	Texas service territory
IV-86	12	Energy Purchase From a Qualifying Facility of Aggregate Generating Capacity of 100 K W Or Less	Texas service territory

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**DIRECTOR, REGULATORY AND PRICING
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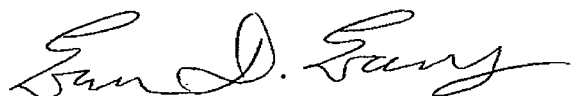
ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-91	16	Municipal and State Street Lighting Service	Texas service territory
IV-98	14	Miscellaneous Service Charge	Texas service territory
IV-99	14	Service Agreement Summary Orion Engineered Carbons	Hutchinson County
IV-108	12	Large General Service Transmission	Texas service territory
IV-109	13	Service Agreement Summary WRB Refining L.P.	WRB Refining L.P. Refinery & Chemical Complex near Borger
IV-117	4	Avoided Energy Cost Non-Firm Purchases from Qualifying Facilities	Texas service territory
IV-118	10	Flood Light Systems	Texas service territory
IV-144	3	Service Agreement Summary Highway Sign Lighting	Amarillo
IV-150	9	Restricted Outdoor Lighting Service	Former TNP Panhandle service territory

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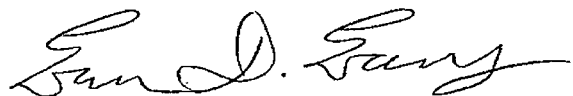
ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-152	2	State University Discount Rate Rider	Texas service territory
IV-159	6	Distributed Generation Interconnection	Texas service territory
IV-172	8	Small General Service	Texas service territory
IV-173	9	Primary General Service	Texas service territory
IV-174	8	Small Municipal and School Service	Texas service territory
IV-175	9	Large Municipal Service	Texas service territory
IV-177	4	Interruptible Credit Option	Texas service territory
IV-179	8	Primary QF Standby Service	Texas service territory
IV-180	8	Secondary QF Standby Service	Texas service territory
IV-181	8	Transmission QF Standby Service	Texas service territory
IV-182	9	Large School Service	Texas service territory

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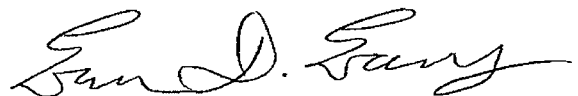
ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-183	8	Transmission QF Non-Firm Standby Service	Texas service territory
IV-188	3	Residential Controlled Air Conditioning and Water Heater Rider	Texas service territory
IV-189	3	Commercial and Industrial Controlled Air Conditioning Rider	Texas service territory
IV-192	1	Municipal Franchise Fee	Texas service territory
IV-193	1	Peak Day Partner	Texas service territory
IV-194	1	Interruptible Credit Option (Summer Only)	Texas service territory
IV-195	9	Energy Efficiency Cost Recovery Rider	Texas service territory
IV-204	Orig.	Discount for Veterans Severely Burned in Combat	Texas service territory
IV-205	1	SG/PG Time of Use	Texas service territory

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DIRECTOR, REGULATORY AND PRICING
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ELECTRIC TARIFF

Sheet No.	Revision No.	Type of Service	Territory
IV-206	1	SG/PG Low Load Factor	Texas service territory
IV-211	1	Rate Case Expense Rider	Texas service territory
IV-213	Orig.	Transmission Cost Recovery Factor	Texas service territory
IV-216	1	Power Factor Rider	Texas service territory
IV-218	Orig.	TCRF Recoupment Rider	Texas service territory
IV-219	Orig.	PCF Rider	Texas service territory
IV-220	Orig.	Rate Case Expense Rider II	Texas service territory
IV-221	Orig.	Fuel Cost Refund Rider	Texas service territory

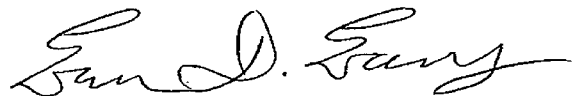
Latest Revision: October 28, 2019

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**DIRECTOR, REGULATORY AND PRICING
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ELECTRIC TARIFF

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SECTION	TITLE	SECTION	SHEET
I	Table of Contents	I	1
II	Description of Operations	II	1
III	Service Area List	III	1
IV	Rate Schedules	IV	1-212
V	Service Rules and Regulations	V	1-32

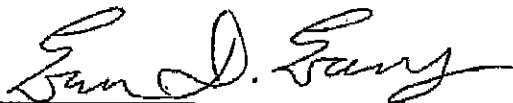
Effective Date July 20, 2016

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

GENERAL DESCRIPTION OF OPERATIONS

Southwestern Public Service Company is an integrated, publicly-held, generation, transmission and distribution company supplying retail and wholesale electric utility service in the counties and cities shown on Section No. III of this tariff. The Company also serves retail and wholesale customers in the State of New Mexico. The Generation and Transmission Map, Section No. II, Sheet No. II-1, page 2 of 2, details the primary power supply and location of the Company.

This tariff, including all Rules and Regulations, and all applicable rate schedules, is on file in the Company's Amarillo and Austin offices, and copies are obtainable by any Customer without charge upon request.

Effective Date July 20, 2016

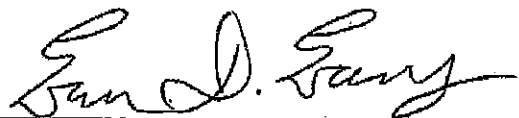
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

Southwestern Public Service Company

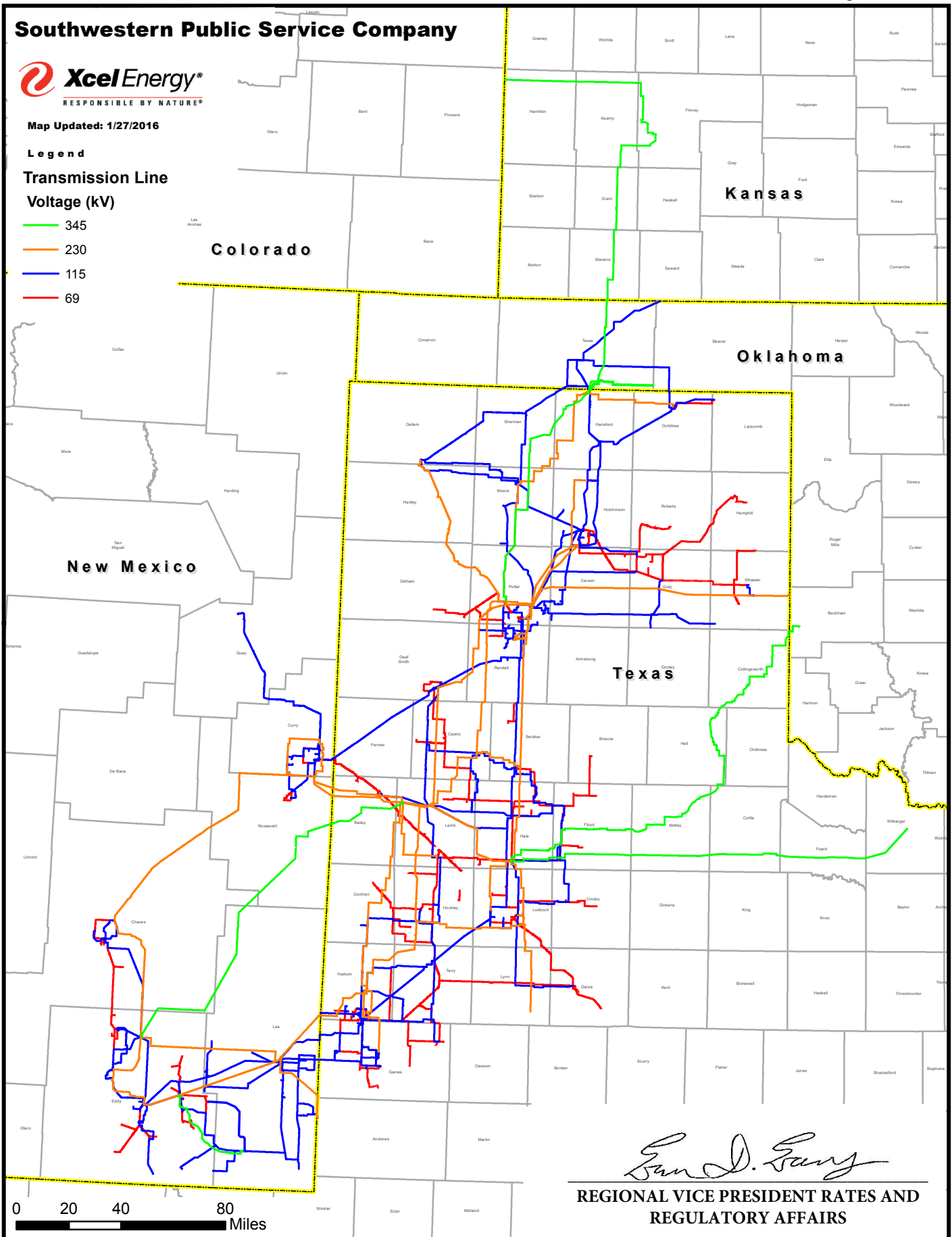


Map Updated: 1/27/2016

Legend

Transmission Line
Voltage (kV)

- 345
- 230
- 115
- 69



Sam J. Gandy

**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

LIST OF COUNTIES AND CITIES PROVIDED ELECTRIC UTILITY SERVICES BY SOUTHWESTERN PUBLIC SERVICE COMPANY

COUNTY	CITIES WITHIN COUNTY
Armstrong	Claude
Bailey	Muleshoe
Briscoe	Silverton
Carson	Groom, Panhandle, Skellytown, White Deer
Castro	Dimmitt, Hart
Cochran	Morton, Whiteface
Crosby	Crosbyton, Lorenzo, Ralls
Dallam	Dalhart
Dawson	
Deaf Smith	Hereford
Donley	
Floyd	Floydada, Lockney
Gaines	Seminole, Seagraves
Garza	Post
Gray	Lefors, McLean, Pampa
Hale	Abernathy, Hale Center, Petersburg, Plainview
Hansford	Gruver, Spearman
Hartley	Channing, Dalhart
Hemphill	Canadian
Hockley	Anton, Levelland, Ropesville
Hutchinson	Borger, Fritch, Stinnett
Lamb	Amherst, Earth, Littlefield, Olton, Springlake, Sudan
Lipscomb	Booker, Darrouzett, Follett, Higgins
Lubbock	Idalou, Lubbock, New Deal, Shallowater, Slaton, Wolfforth
Lynn	Tahoka, Wilson
Moore	Cactus, Dumas, Surray
Ochiltree	Perryton
Oldham	Adrian, Vega
Parmer	Bovina, Friona, Farwell
Potter	Amarillo
Randall	Amarillo, Canyon, Lake Tanglewood, Timbercreek, Palisades
Roberts	Miami
Sherman	Stratford
Swisher	Happy, Kress
Terry	Meadow, Wellman
Wheeler	Mobeetie, Wheeler
Yoakum	Denver City

Effective Date July 20, 2016

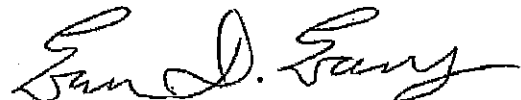
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

RESIDENTIAL SERVICE

APPLICABILITY: To residential Customers for electric service used for domestic purposes in private residences and separately metered individual apartments, when all service is supplied at one point of delivery and measured through one kilowatt-hour meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single phase motors that do not exceed 10 horsepower individual capacity may be served under this rate.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$10.00 per month.

Energy Charge:
\$0.078572 per kWh for all kWh used per month during each summer month
\$0.068353 per kWh for all kWh used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

ALTERNATE EXPERIMENTAL TIME OF USE RIDER

RATE: Service Availability Charge: \$10.50 per month.

Energy Charge:
\$0.058183 per kWh for all kWh used during all hours, PLUS
\$0.124929 per kWh for all kWh used during On-Peak Hours

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

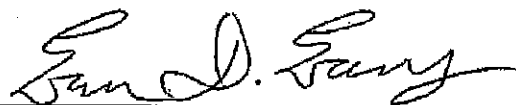
Availability limited to a maximum of 100 customers that qualify for service under Residential Service. Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

RESIDENTIAL SERVICE

ELECTRIC SPACE HEATING RIDER

RATE: Service Availability Charge: \$10.00 per month.

Energy Charge:

\$0.078572 per kWh for all kWh used per month during each summer month

\$0.048582 per kWh for all kWh used per month during each winter month

Available to Residential Service customers who predominately use electric space heating in private residences and separately metered individual apartments. Electric space heating includes permanently installed space heating equipment in regular use, including heat pumps and electric resistance heating, excluding bathroom heaters. **Not available to customers establishing service on or after January 1, 2016.**

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

AVERAGE MONTHLY PAYMENT: Upon request, any residential customer may be billed monthly on a levelized payment plan. A Customer's monthly payment amount is calculated by obtaining the most recent twelve months of actual consumption and dividing that amount by twelve, and applying Company's current rates to the average kWh consumption. The account will be true-up every twelve months. The true-up amount is equal to the difference between the total levelized payments during the previous twelve months and the actual amount billed during the same period.

CHARACTER OF SERVICE: A-C; 60 hertz; single-phase 120/240 volts; where available on secondary, three phase 240 volts.

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

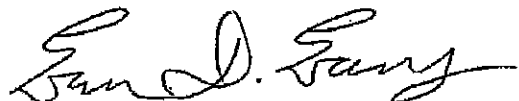
TERMS OF PAYMENT: Net in 16 days after mailing date. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

RESIDENTIAL SERVICE

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

SECONDARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at secondary voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 10 kW of demand.

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

Not applicable to standby, supplementary, resale or shared service, or service to oil and natural gas production Customers.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$25.60 per month
Energy Charge: \$0.007783 per kWh for all kWh used during the month

Demand Charge:
\$15.12 per kW of demand used per month during each summer month
\$13.06 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

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

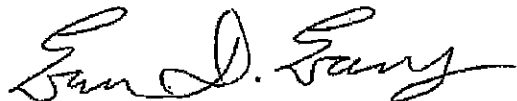
POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is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

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SECONDARY GENERAL SERVICE

POWER FACTOR ADJUSTMENT (cont.):

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

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

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

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

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

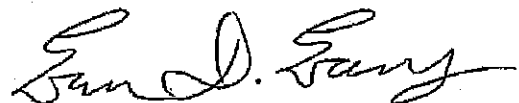
RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas. A Contract may be required by the Company to be executed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

Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

AGREEMENT WITH: Bishop Hills Property Owners, Amarillo, Texas.

RATE: Each 7,000 lumen mercury vapor post top light @ \$8.07 per month.

AGREEMENT WITH: Amarillo College, Amarillo, Texas.

RATE: Each 7,000 lumen wood pole overhead mercury vapor street light @ \$8.07 per month.

Each 20,000 lumen steel pole underground mercury vapor street light (two lamps per pole) @ \$19.86 per month.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69.

Pursuant to the 2005 Energy Policy Act, mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. When Company's inventory of mercury vapor ballasts and lamps is exhausted, Customers will be given the option of having the lighting facilities removed, or replaced with another type of lamp at the applicable rate for the replacement lamp.

Effective Date July 20, 2016

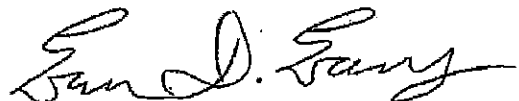
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

AGREEMENT WITH: Canadian River Municipal Water Authority (CRMWA)

POINTS OF SERVICE: Pumping facilities related to CRMWA's transport and production of water to CRMWA's member cities from Lake Meredith and groundwater in Roberts County, Texas.

RATE: The base rate for firm and interruptible service to CRMWA is:

\$0.025510 per kWh for the first 3,500,000 kWh used per month.
\$0.019838 per kWh for all additional energy used per month.

INTERRUPTIBILITY: When a scheduled interruption is requested in any month by Company, CRMWA will interrupt all load at Pump Station Nos. 1 – 4, in excess of two pumping units at each station, and will also interrupt all load at Pump Station Nos. 21 and 22, in excess of one pumping unit at each station, and will interrupt all load in the waterfield, including Booster Stations 31 and 32 and the wells associated with these stations, with the exception of the wells feeding Pump Station No. 21 directly, or which can be delivered to Pump Station No. 21 by gravity flow. Uninterrupted wells will not have a connected load in excess of 2134 kW. Pump Station Nos. 5 and 6 are not subject to interruption. Normal interruptions of load shall not exceed 60 hours in any month except in an extreme emergency. If a scheduled interruption of load causes an inability of CRMWA to maintain sufficient water storage, pumps may be restarted with two-hour notice to the Company. Energy served during this period will be billed at the rate for the first energy block.

NOTICE OF INTERRUPTION: Company will give notice of need for interruption at least two hours before the interruption is required.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69.

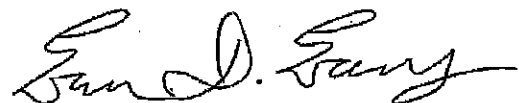
POWER FACTOR: Synchronous motors will be installed on each pumping unit in CRMWA's pumping plant Nos. 1 – 4, and will be operated at Unity Power Factor. Customer agrees to maintain a power factor of at least 0.95 on pumping units 21 and 22.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

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

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

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

Effective Date July 20, 2016

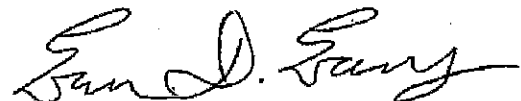
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GUARD LIGHTING SERVICE

APPLICABILITY: Under contract for night outdoor lighting service where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. This tariff is closed to new Customers as of September 1, 2000 in accordance with the Public Utility Commission of Texas Order in Docket No. 21190, and no additional lights will be installed for existing Customers. Ownership of existing Guard Lights may be transferred to a new Customer if the property that the Guard Light serves is sold to the new Customer and the new Customer agrees to the monthly charge for the applicable Guard Light.

Pursuant to the Federal Energy Policy Act of 2005, mercury vapor lamp ballasts shall not be manufactured or imported after January 1, 2008. When Company's inventory of mercury vapor ballasts and lamps is exhausted, Customers will be given the option of having the lighting facilities removed, or replaced with another type of light at the rate for the replacement light.

TERRITORY: Texas service territory.

RATE: Each 15,000 lumen high pressure sodium (HPS), wood pole, overhead bracket type light @ \$13.00 per month.

Each 7,000 lumen mercury vapor (MV), wood pole, overhead bracket type light @ \$13.39 per month.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If service is billed on a residential bill, the late payment charge will not be imposed. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

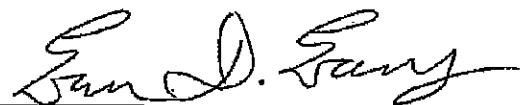
DETERMINATION OF ENERGY USE: 15,000 lumen HPS lamp uses 56 kWh per month; 7,000 lumen MV lamp uses 68 kWh per month.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. However, Guard Light Service provided by Company which is connected to a circuit previously metered by Company for other electric service shall not have the above rate increased by the applicable fuel cost recovery factor.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GUARD LIGHTING SERVICE

CONDITIONS OF SERVICE: Company will construct, own, operate and maintain, on Customer's premises, the required number of 15,000 lumen, 150 watt, HPS overhead lights, and/or the required number of 7,000 lumen, 175 watt, MV overhead lights, mounted on a metal bracket, photo-electrically controlled, installed on Company's service pole, on a separate 30 foot pole, or on any suitable mounting device belonging to the Customer, having a secondary line span not to exceed 150 feet in length. Lights will not be installed on any mounting device which the Company deems, in its sole discretion, unsafe or unsuitable for this purpose.

CHARACTER OF SERVICE: A-C; 60 hertz; single phase; 120 or 240 volts.

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

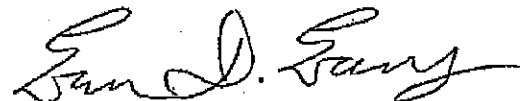
RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

FUEL COST RECOVERY FACTOR

APPLICABILITY:

SECONDARY DISTRIBUTION FUEL COST RECOVERY FACTOR:

This factor shall apply when service is metered at less than approximately 2.4 kV.

PRIMARY DISTRIBUTION FUEL COST RECOVERY FACTOR:

This factor shall apply when service is metered at greater than or equal to approximately 2.4 kV and less than approximately 69 kV.

SUB-TRANSMISSION FUEL COST RECOVERY FACTOR:

This factor shall apply when service is metered at greater than or equal to approximately 69 kV and less than approximately 115 kV or loss compensated meters are used to include losses to the sub-transmission.

BACKBONE-TRANSMISSION FUEL COST RECOVERY FACTOR:

This factor shall apply when service is metered at greater than or equal to approximately 115 kV or loss compensated meters are used to include losses to the backbone transmission.

RATE:

Voltage Level	Fuel Cost Recovery Factor (\$/kWh)
Secondary Distribution	\$ 0.016852
Primary Distribution	\$ 0.016537
Sub-Transmission	\$ 0.015491
Backbone-Transmission	\$ 0.015397

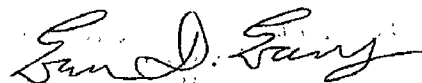
Effective Date: July 1, 2019

PUBLIC UTILITY COMMISSION OF TEXAS
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49616



DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF

**ELECTRICAL SERVICE TO A QUALIFYING FACILITY OF
AGGREGATE GENERATION CAPACITY OF 100 KW OR LESS**

APPLICABILITY: Under contract for standby or supplemental power to Customers for electrical service to a Customer-owned generation of 100 kW or less capacity where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Energy shall be purchased from the qualifying facility in accordance with PUCT Sheet IV-86.

TERRITORY: Texas service territory.

RATE: Same as tariff for applicable class of service.

TERMS OF PAYMENT: Same as tariff for applicable class of service.

DEMAND: Same as tariff for applicable class of service.

FUEL COST RECOVERY: Same as tariff for applicable class of service.

CHARACTER OF SERVICE: Same as tariff for applicable class of service.

DEFINITION OF QUALIFYING FACILITY:

Qualifying Facility means a cogeneration facility or a small power production facility which meets the criteria for qualification set forth in Subpart B, Part 292, Subchapter K, Chapter I, Title 18 of the Code of Federal Regulations.

MINIMUM: Same as tariff for applicable class of service.

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

FRANCHISE FEE: All current and future franchise fees not included in base rates shall be separately assessed in the municipality where the excess franchise fee is authorized. Bills computed under the above rate will be increased by the additional franchise fees imposed by the appropriate municipality or taxing authority in which jurisdiction the customer's consuming facility resides, when applicable. The franchise fee will appear on the bill as a separate item.

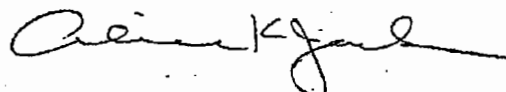
Effective May 1, 2013

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**ENERGY PURCHASE FROM A QUALIFYING FACILITY
WITH AGGREGATE GENERATING CAPACITY OF 100 KW OR LESS**

APPLICABILITY: Under contract to all Customers taking service under Company's Electric Service to a Qualifying Facility of Aggregate Generating Capacity of 100 kW or Less (PUCT Sheet IV-77), with installed aggregate generating capacity of 100 kW or less.

TERRITORY: Texas service territory.

RATE: Customer shall pay Company \$20.00 per month.

Company shall credit Customer's bill for service in an amount equal to the kilowatt-hours (kWh) produced by the Qualifying Facility (as defined under METERING below) and received by Company during the billing period, multiplied by the cost of fuel at the generator and the purchased power per kWh for the billing month in which the energy was received. Such credit shall not be applied unless Customer's account is current and no overdue amounts are outstanding.

DEFINITIONS:

Qualifying Facility - a cogeneration or small power production facility which meets the criteria for qualification set forth in Subpart B, Part 292, Subchapter K, Chapter I, Title 18 of the Code of Federal Regulations.

Net Consumption - meter is installed with detent to measure only the flow of energy from Company to Customer.

Net Production - meter is installed with detent to measure only the flow of energy from Customer to Company.

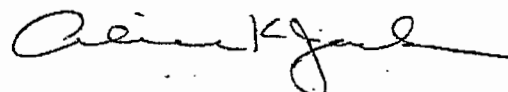
All Consumption - meter is installed with detent to measure all consumption of Customer, whether provided by Company or the Qualifying Facility.

All Production - meter is installed to measure all production of the Qualifying Facility whether consumed by Customer or input to Company.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**ENERGY PURCHASE FROM A QUALIFYING FACILITY
WITH AGGREGATE GENERATING CAPACITY OF 100 KW OR LESS**

METERING: Company will furnish at its expense the necessary metering equipment to measure the energy received from Customer.

The following metering options are available:

- (1) Parallel operation with interconnection through a single meter measuring net consumption. Net consumption shall be billed in accordance with PUCT Sheet IV-77. Net production will not be metered or purchased by the utility and therefore, the rate above shall not apply.
- (2) Parallel operation with interconnection through two meters, with one measuring net consumption and the other measuring net production. The net consumption shall be billed in accordance with PUCT Sheet IV-77. Net production shall be purchased at the above rate.
- (3) Parallel operation with interconnection through two meters, with one measuring all consumption and the other measuring all production. All consumption shall be billed in accordance with PUCT Sheet IV-77. All production shall be purchased at the above rate.
- (4) A Qualifying Facility of aggregate generating capacity of 50 kW or less, interconnected through a single meter that runs forward and backward. All consumption shall be billed in accordance with PUCT Sheet IV-77. All production shall be purchased at the above rate. The Customer charge above shall not apply. Under this option, the Company may install two meters, with one measuring net consumption and the other measuring net production. Net consumption in excess of net production shall be billed in accordance with PUCT Sheet IV-77. Net production in excess of net consumption shall be purchased at the above rate. The above Customer charge shall not apply.

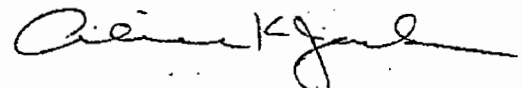
FRANCHISE FEE: All current and future franchise fees not included in base rates shall be separately assessed in the municipality where the excess franchise fee is authorized. Bills computed under the above rate will be increased by the additional franchise fees imposed by the municipality in which jurisdiction Customer's consuming facility resides, where applicable. The franchise fee will appear on the bill as a separate item. The franchise fee is calculated by multiplying the authorized franchise fee percentage times Customer's total bill excluding taxes.

Effective May 1, 2013

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF
MUNICIPAL AND STATE STREET LIGHTING SERVICE

APPLICABILITY: To Municipal and State of Texas Agency Customers for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service.

Pursuant to the Federal Energy Policy Act of 2005, mercury vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. When Company's inventory of MV ballasts and lamps is exhausted, Customers will be given the option of having the lighting facilities removed, or replaced with another type of light at the rate for the replacement light.

TERRITORY: Texas service territory.

RATE: The charge per lamp per month shall be in accordance with the following rates:

LAMP SIZE	LAMP TYPE	RESIDENTIAL AREAS		
		WOOD POLE	STEEL POLE	
Lumen		Overhead (2)	Overhead	Underground (1)
7,000	MV	\$ 6.64	\$9.20	\$ 10.46
15,000	HPS	12.63	12.63	12.63

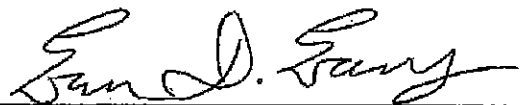
LAMP SIZE	LAMP TYPE	COMMERCIAL AREAS AND TRAFFIC ARTERIES		
		WOOD POLE	STEEL POLE	
Lumen		Overhead	Overhead	Underground (1)
20,000	MV	\$11.14	\$15.35	\$20.89
35,000	MV	15.46	19.55	25.37
50,000	MV	18.82	23.20	28.81
15,000	HPS	12.62	12.62	12.62
27,500	HPS	24.35	24.35	24.35

LAMP SIZE	LAMP TYPE	EXISTING FEEDER	NEW STREET LIGHT CIRCUIT
		CIRCUIT (50' POLES)	(45' WOOD POLES OVERHEAD)
50,000	HPS	\$26.84	\$31.71

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 REGIONAL VICE PRESIDENT RATES AND
 REGULATORY AFFAIRS

ELECTRIC TARIFF

MUNICIPAL AND STATE STREET LIGHTING SERVICE

LED MUNICIPAL STREET LIGHT RATES

LAMP SIZE	LAMP TYPE	
4,000	LED	\$ 8.30
6,000	LED	\$10.94
14,000	LED	\$16.12
25,000	LED	\$23.30

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

CONDITIONS OF SERVICE: The foregoing rates include the furnishing by Company of the electric energy necessary to operate the municipal street lighting system, the replacement of lamps, and the normal maintenance of fixtures, wires, transformers and all other component parts of the street lighting systems, as such replacements and maintenance become necessary. In the event maintenance and/or lamp and glassware replacements become excessive due to vandalism or similar causes, Company will notify the City and the City will exert whatever means are at its disposal in the form of law enforcement agencies or other protective measures to eliminate destruction of street lighting equipment. If such vandalism persists, Company reserves the right to remove street lights.

Company will install, own, operate and maintain the municipal street lighting system. If, for any reason, Company is unable to continue service of particular equipment, said equipment will, at the City's option, be removed by Company or replaced by Company with currently available equipment, and the City will pay the appropriate rate for new equipment.

Street light burning time will be from approximately one-half hour after sunset to approximately one-half hour before sunrise.

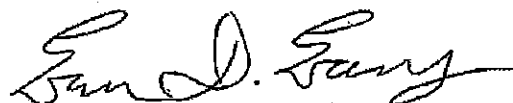
In the event the City requests that an operable non-LED street light lamp and fixture be replaced with an LED street light lamp and fixture, the City will pay abandonment and removal costs to Company, at the time of removal of such equipment from service based on the table shown below:

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

MUNICIPAL AND STATE STREET LIGHTING SERVICE

Light Type	Lumen	Years Installed	
		More Than One Year	Less Than One Year
All MVs		\$ 244.12	N/A
HPS	15,000	\$ 261.22	\$ 289.81
HPS	25,000	\$ 254.39	\$ 293.28
HPS	50,000	\$ 261.22	\$ 351.93

STATE OWNED FREEWAY LIGHTING SYSTEM:

Available to all state-owned and city maintained street and highway lighting and incidental safety lighting that is photocell controlled. The state-owned highway lighting rates do not include any maintenance service by Company.

Lumen	Lamp Type	Underground
20,000	MV	\$7.94
27,500	HPS	5.62
50,000	HPS-400 watt	7.07

- (1) Applicable to both bracket-type and post-top luminaires.
- (2) Underground option is available where facilities of correct voltage are readily available and customer agrees to pay a non-refundable contribution in aid of construction equal to the total cost of installation in accordance with the standard line extension policy.

CUSTOMER-OWNED STREET LIGHTING OPTION:

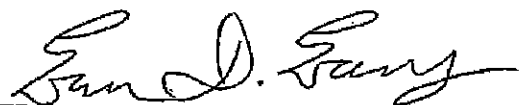
AVAILABILITY: For year round illumination of public streets and parkways by electric lamps mounted on standards where Customer owns Company approved street light systems complete with standards, luminaries with globes, lamps, and other appurtenances, together with all necessary cables extending between standards and to the point of connection to Company's facilities as designated by Company.

Customer is responsible for maintaining customer-owned street light systems.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

MUNICIPAL AND STATE STREET LIGHTING SERVICE

RATE: The monthly charge to provide energy and services for customer-owned lighting facilities is \$0.042684 per kWh per month at locations acceptable to the Company. Since lighting installations are generally unmetered, the monthly kWh shall be determined by the Company prior to use of Company facilities and based upon the type of lamp installed in the customer-owned light facility.

DETERMINATION OF ENERGY USE:

LED

4,000 lumen lamp use 13 kWh per month
6,000 lumen lamp use 21 kWh per month
14,000 lumen lamp use 51 kWh per month
25,000 lumen lamp use 81 kWh per month

KWh for other light types and sizes as determined by Company prior to use of Company facilities by the lighting facility.

MERCURY VAPOR

7,000 lumen lamp uses 68 kWh per month
20,000 lumen lamp uses 151 kWh per month
35,000 lumen lamp uses 257 kWh per month
50,000 lumen lamp uses 363 kWh per month
100 watt lamp uses 42 kWh per month
1,000 watt lamp uses 363 kWh per month

HIGH PRESSURE SODIUM

15,000 lumen lamp uses 56 kWh per month
27,500 lumen lamp uses 97 kWh per month
50,000 lumen lamp uses 159 kWh per month
400 watt lamp uses 159 kWh per month

FUEL COST RECOVERY: The charge per kilowatt-hour of the above rate shall be increased by the applicable fuel cost recovery factor per kilowatt-hour as provided in PUCT Sheet IV-69.

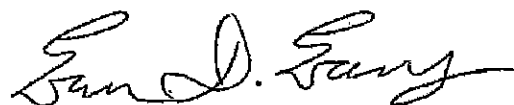
If any street light is permanently removed from service at the City's request, the City will pay to Company, at the time of removal from service of such light, the original cost of the equipment taken out of service, less depreciation of four percent per year. If any street light is removed from service temporarily (at least two months) at the City's request, the monthly rate for the light during temporary disconnection will be the base charge per lamp as stated above. Fuel cost recovery will not be charged or credited on any temporarily disconnected street light.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

MUNICIPAL AND STATE STREET LIGHTING SERVICE

STREET LIGHT OUTAGE REPAIR: SPS shall patrol all streetlights on a quarterly basis. SPS will track street light outage information and report performance to any requesting city and/or state agency within thirty (30) days after each quarterly patrol is completed. In addition, SPS will implement a formal system to track street light outage performance and will track trouble reports submitted by: (a) Customers; (b) employees; (c) municipalities; and (d) routine SPS patrols. SPS shall use best efforts to repair all street light trouble orders, exclusive of freeway lights, within seven calendar days. If a municipal street light, exclusive of freeway lights, is not repaired within seven (7) calendar days after SPS receives notice of the specific streetlight trouble, SPS shall issue a credit to the Customer's bill equal to one month's charges for the respective street light. Further, SPS shall issue an additional credit to the Customer equal to a month's charges for each such streetlight for each additional seven (7) calendar-day delay in completing repairs for each affected streetlight. Freeway lights shall be repaired in a reasonable amount of time taking into account coordination with state transportation agencies and arranging traffic control for public safety while SPS agents repair freeway lights. SPS shall prepare a written street light performance plan to include periodic patrolling, advanced re-lamping, painting, and glassware cleaning, and shall provide any city and/or state agency an annual streetlight-performance report showing the number of streetlights for which SPS has issued credits, including identification of those streetlights for which SPS issued multiple credits, and amounts of said credits. The streetlight-performance plan shall be completed by December 1 of each year and the streetlight-performance report shall be completed by the end of the First Quarter of the succeeding year to which the report applies.

Upon request, SPS shall also provide a detailed report to any requesting city and/or state agency identifying the streetlights for which a trouble report was received, the date the trouble report was received, the commitment date provided by SPS stating when the trouble would be repaired, and the date the trouble was repaired. Notwithstanding the above conditions, both Customer and SPS realize that storm outages and other items outside of the control of SPS may affect repair times for street light outages. SPS shall not be required to provide credits to Customers for delayed repairs caused by, or during, such events.

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

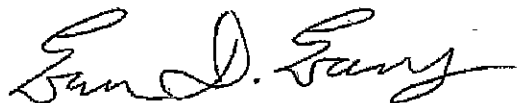
RULES REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY: The service charges listed below are applicable to all Customers served by Company, and are in addition to any other charges made under Company's tariff for electric service.

TERRITORY: Texas service territory.

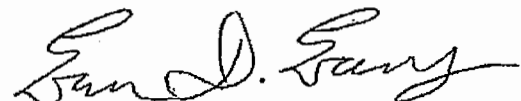
	<u>Name</u>	<u>Charge</u>
1.	Returned Check Charge	\$ 16.00
2.	After Hours Connection Charge	
	Inside City Limits	\$ 87.00
	Outside City Limits	\$108.00
3.	Field Collection Charge	\$ 10.00
4.	Special Bill Form Charge	\$ 10.00
5.	Account History Charge	\$ 20.00 or cost, whichever is greater.
6.	Reconnect Charge:	
	Inside City Limits	
	Reconnect during business hours	\$ 55.00
	Reconnect during non-business hours	\$ 87.00
	Outside City Limits	
	Reconnect during business hours	\$ 90.00
	Reconnect during non-business hours	\$ 108.00
7.	Facilities Rental Charge	2.00% per month applied to net reproduction cost of facilities.
8.	Restoration of Tampered Service Charge	\$200.00 during business hours each occurrence or \$240.00 during non-business hours

Effective Date: June 1, 2014

**PUBLIC UTILITY COMMISSION OF TEXAS
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

MISCELLANEOUS SERVICE CHARGES

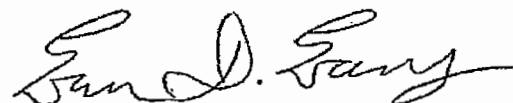
9.	Temporary Service Charge	each occurrence, plus expense for damages. At cost.
10.	Meter Testing Charge	At cost, not to exceed \$81.00.
11.	Load Control Equipment Charge	At cost, see Articles IV and V of Electric Demand Signal Agreement.
12.	Miscellaneous Charges	At cost.
13.	Relocation of Facilities Charge	Cost of relocation.
14.	Non-Routine Charges	At cost.
15.	Pulse Metering Equipment Installation and Replacement Charge	
	Installation Cost (One Output)	\$335
	With Additional Output	\$485
	Replacement:	
	Service Call	
	Up to 2 Components	\$205
	All Components	\$235
	plus	
	Components	
	Meter Pulse Initiator	\$120
	Pulse Termination Box	\$ 10
	Pulse Isolation Relay	\$120
16.	Sale of Renewable Energy Credits	At agreed-upon price

Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

MISCELLANEOUS SERVICE CHARGES

DESCRIPTION:

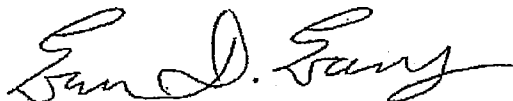
1. **Returned Check Charge** is made when Customer's check has been dishonored by the maker's bank and returned to Company.
2. **After Hours Connection Charge** is made when a new connection is requested by Customer to be made outside of regular working hours.
3. **Field Collection Charge** is made when Company makes contact at Customer's premises for collection of delinquent bill or deposits. Only one charge is made per month.
4. **Special Bill Form Charge** is made each time Company provides a manually prepared special bill analysis.
5. **Account History Charge** is made each time Customer requests, and Company provides, a billing or usage history or analysis for a premises, exceeding the most recent 36 months of service. The charges for these services will equal Company's labor, material, overhead, and data processing expenses for processing the request, or \$20.00, whichever is greater.
6. **Reconnect Charge** is made when Customer requests reconnection of electric service following disconnection due to a delinquent account.
7. **Facilities Rental Charge** is made when Customer rents facilities owned and maintained by Company (not applicable to substation facilities).
8. **Restoration of Tampered Service Charge** is applied to any Customer who has tampered with the meter installed on Customer's premises, or by any other means prevented the total energy consumed by Customer from being registered by the meter installed for such purposes.
9. **Temporary Service Charge** is made when Customer requests temporary services. In addition to the cost of service rendered under the applicable rate, Customer will be charged the cost of installing and removing the facilities required to provide temporary service, in excess of any salvage realized.

Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

MISCELLANEOUS SERVICE CHARGES

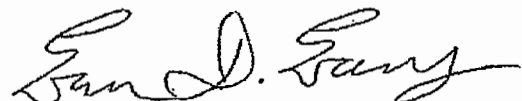
10. **Meter Testing Charge** is free for the first meter test. If Customer requests a meter test within four years of Customer's last request for a meter test, Company may charge Customer an amount to recover the cost of the test, not to exceed \$81.00 for a residential Customer, if the meter is determined to be functioning properly.
11. **Load Control Equipment Charge** is equal to cost of materials, labor, transportation, miscellaneous expenses and all applicable overheads for the installation necessary to provide the required signals. In certain cases, Customer may be charged for totalizing and/or recording equipment. Customer will also be charged for operation and maintenance expenses in accordance with Articles IV and V of the Electric Demand Signal Agreement.
12. **Miscellaneous Charges** are made for services performed at the request of Customer but not covered specifically by a specific rate. Customer will be charged the reasonable costs incurred for performing such services, including but not limited to, parts, labor and transportation.
13. **Relocation of Facilities Charge** is made when Customer requests the relocation of facilities for Customer's benefit or convenience.
14. **Non-Routine Charge** is made for maintenance and replacement of street lighting facilities, other than what is provided for by the street light tariff. These costs include labor, materials, transportation, processing and special equipment. This includes, without limitation, costs for traffic control as required by federal, state or local laws or regulations.
15. **Pulse Metering Equipment Installation and Replacement Charge** is made when Customer requests access to pulse from the revenue meter, in accordance with the Agreement and Terms and Conditions for Pulse Metering Equipment Installation. Replacement of existing pulse metering equipment is charged according to type of equipment Customer requests be replaced.
16. **Sale of Renewable Energy Credits ("RECs")**. Company may transfer RECs, as defined at P.U.C. SUBST. R. 25.173(c)(13)(14) and (15), to end-use Customers, as authorized by P.U.C. SUBST. R. 25.173(d) and 25.173(l)(2)(3) and (6), with consideration agreed-upon between the Company and the purchaser. Amounts due the Company from sales of RECs may be added to

Effective Date: June 1, 2014

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

MISCELLANEOUS SERVICE CHARGES

Sale of Renewable Energy Credits ("RECs") (cont.)

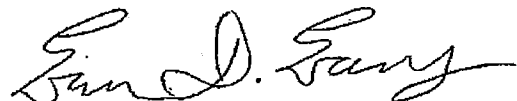
an end-use Customer's bill for electric service under another tariff, but do not alter the purchaser's responsibilities under the conditions and rates for electric service provided through that tariff.

Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

AGREEMENT WITH: Orion Engineered Carbons (formerly Degussa; or J.M. Huber Corp.)

POINT OF SERVICE: Vicinity of Borger, Texas

RATE: The Contract rate of \$0.008464 per kilowatt-hour (kWh) used per month.

If, during any billing month, the kWh output of Orion's generating plant is less than Orion's kWh load, the applicable general service rate shall apply to that portion of demand and energy exceeding the output, except during one month each calendar year which is mutually agreed upon by SPS and Orion wherein scheduled boiler inspection and maintenance is conducted. During that month, all kWh will be billed at the above contract rate.

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

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

Power Factor Adjustment Charge = Applicable Primary General Service Demand charge x ((0.95 ÷ customer's power factor x kW demand) - kW demand)

FUEL COST RECOVERY: The net charge per kWh delivered under the above contract rate shall be increased by the primary distribution fuel cost recovery factor provided in PUCT Sheet No. IV-69.

ORIGINAL CONTRACT PERIOD: January 1, 1989 - December 31, 1995.

ANNUAL MINIMUM CHARGE: The contract rate for an amount of kWh calculated by multiplying the maximum kW demand of Orion's load experienced during the prior twelve months by 5,256 hours.

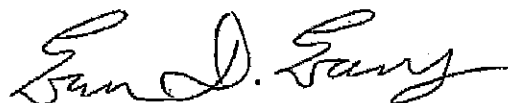
Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

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

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

TERRITORY: Texas service territory.

OUTSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$710.00

Energy Charge: \$0.004505 per kWh for all kWh used during the month

Demand Charge: \$11.68 per kW of demand used per month during each summer month
\$ 8.13 per kW of demand used per month during each winter month

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$710.00

Energy Charge: \$0.004273 per kWh for all kWh used during the month

Demand Charge: \$11.16 per kW of demand used per month during each summer month
\$ 7.81 per kW of demand used per month during each winter month

INSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$710.00

Energy Charge: \$0.005798 per kWh for all kWh used during the month

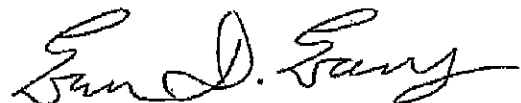
Demand Charge: \$11.68 per kW of demand used per month during each summer month
\$ 8.13 per kW of demand used per month during each winter month

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$710.00

Energy Charge: \$0.005566 per kWh for all kWh used during the month

Demand Charge: \$11.16 per kW of demand used per month during each summer month
\$ 7.81 per kW of demand used per month during each winter month

APPLICABLE TO BOTH INSIDE AND OUTSIDE CITY LIMITS

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

OPTIONAL SERVICE: Customers receiving service under this rate may elect to receive interruptible service by participating in the Interruptible Credit Option.

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

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

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

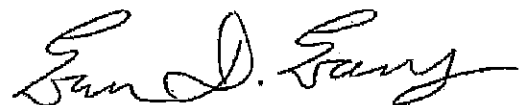
LOSS ADJUSTMENT: Meter readings used for billing shall be increased to include transformation losses when a meter is installed on the secondary side of any voltage transformation under 69 kV made on Customer's side of the point of service.

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

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

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

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

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

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

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000191 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by the Company.

115 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000190 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by Company.

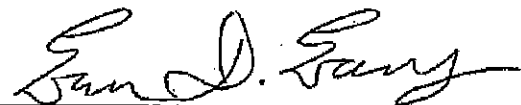
SUBSTATION LEASE: Company reserves the option to lease substation facilities. If the substation facilities to be leased serve a single Customer, that Customer must lease 100% of the facilities. If the substation facilities to be leased serve multiple Customers, Company will determine a percentage of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

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

SUBSTATION LEASE (cont.):

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

Customer shall pay a lease termination penalty of the net present value, using a rate of 8.12 percent applied to the sum calculated as follows:

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

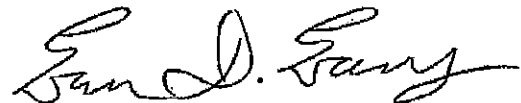
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

AGREEMENT WITH: WRB Refining L.P.

POINTS OF SERVICE: WRB Refining L.P. Refinery and Chemical
Complex near Borger, Texas.

APPLICABILITY: Transmission service at or above 69 kV.

RATE: Service Availability Charge Per Month: \$710.00

Energy Charge:
\$0.004505 per kWh for all kWh used during the month

Demand Charge:
\$11.68 per kW of demand used per month during each summer month
\$ 8.13 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OPTIONAL SERVICE: Customers receiving service under this rate may elect to receive interruptible service under the Interruptible Credit Option.

NOTE: All meter readings of service under this tariff at common voltage levels will be combined for billing purposes.

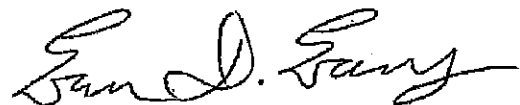
TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

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

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000191 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by the Company.

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

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

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

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

CHARACTER OF SERVICE: A-C; 60 hertz; at one available standard transmission voltage for each point of service.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69.

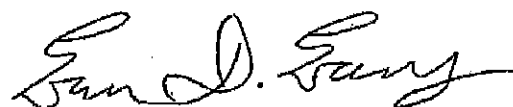
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

AVAILABILITY

This Tariff shall apply to purchases by the Company of non-firm energy from a Qualifying Facility ("QF") that has a generating capability of 100 kilowatts (kW) or more.

Purchases of non-firm energy will be made in accordance with P.U.C. Subst. R. 25.242. Consistent with P.U.C Subst. R 25.242, non-firm energy from a QF is energy provided under an arrangement that does not guarantee scheduled availability, but instead provides for delivery as available. Non-firm energy shall include energy provided by generating facilities with intermittent fuel sources such as wind and sunlight.

This Tariff does not require or provide for any electric service by the Company to the QF. The QF may request such service from the Company and, if required by the Company, the QF shall enter into separate contractual agreements with the Company in accordance with the applicable electric tariff(s).

DEFINITIONS

"Applicable Legal Requirements" means all laws, Environmental Laws, statutes, tariffs, regulations, rules, treaties, ordinances, judgments, directives, Permits, decrees, approvals, interpretations, protocols, operating guides, injunctions, writs, orders, or other similar legal requirements of any Governmental Authority having jurisdiction over the Company or QF that may be in effect from time to time.

"Avoided Costs" means the marginal costs for the Company to produce or purchase an additional MW of energy but for the acquisition of energy from the QF, calculated pursuant to the Tariff.

"Bilateral Settlement Schedule" means a financial arrangement between two market participants designating the buyer, seller, MWh amount, and Settlement Location for Energy transactions.

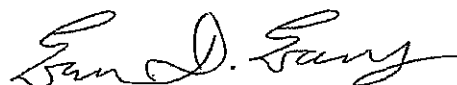
"Central Prevailing Time" means clock time for the season of a year (*i.e.*, Central Standard Time and Central Daylight Time).

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“Company” means Southwestern Public Service Company, a New Mexico corporation.

“Company’s System” means the electric power generation, transmission, substation, and distribution facilities owned or operated by Company.

“Day-Ahead” means the period of time starting at 0001 and ending at 2400 on the day prior to the Operating Day.

“Day-Ahead Locational Marginal Price” (“DALMP”) means the hourly market-clearing price for Energy at a given Settlement Location as determined by the SPP through its Day-Ahead Market.

“Day-Ahead Market” means the financially binding market for Energy and Operating Reserve that is conducted by SPP on the day prior to the Operating Day.

“Dispatch Instruction” means the communicated resource target energy MW output level at the end of the Dispatch Interval.

“Dispatch Interval” means the period of time for which SPP issues Dispatch Instructions for Energy and clears Operating Reserve in the Real-Time Balancing Market. The Dispatch Interval is currently 5 minutes.

“Energy” means an amount of electricity that is Bid or Offered, produced, purchased, consumed, sold or transmitted over a period of time, which is measured or calculated in megawatt hours (MWh).

“Environmental Laws” means any federal, state, or local law including statutes, regulations, rulings, orders, administrative interpretations, and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, or processed wastewater or otherwise relating to the environment or hazardous substances.

“FERC” means the Federal Energy Regulatory Commission.

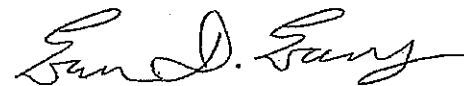
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“Final Settlement Statement” means a statement created by the SPP at the end of the forty-seventh (47th) calendar day following the Operating Day.

“Forced Registration QF” means any QF for whom SPP files with FERC an unexecuted service agreement under Section 1.2.2A(7) of Attachment AE of the SPP OATT, or any successor provision, because the QF failed or refused to register a resource in the SPP Market.

“Forced Registered Qualified Facility Market Charges” (“FRQFMC”) means charges assessed to Company by SPP in connection with Forced Registration QF’s operation in the SPP Market.

“Good Utility Practice(s)” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be reasonably acceptable practices, methods, or acts used in the region.

“Governmental Authority” means any federal, state, local, or other governmental, regulatory, or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power, including without limitation the SPP, the FERC and the PUCT or any successors thereof; provided, however, that such term does not include the QF, the Company or any affiliate thereof.

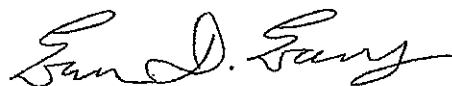
“Initial Settlement Statement” means a statement created by the SPP at the end of the seventh (7th) calendar day following the Operating Day.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“Interconnection Agreement” means an agreement between the QF and the Interconnection Provider, and, if applicable, the SPP, which provides for interconnection of the QF to the Interconnection Provider’s system, as such agreement may be amended from time to time by mutual agreement of the Company and QF or by Applicable Legal Requirements.

“Interconnection Provider” means the Company or another person or entity that owns and/or operates the distribution and transmission lines and the other equipment and facilities to which the QF interconnects at the Point of Delivery. A QF must have an Interconnection Agreement with the Interconnection Provider.

“kW” means kilowatt.

“kWh” means kilowatt-hour.

“Locational Marginal Price” (“LMP”) means the market-clearing price for Energy at a given Settlement Location as determined by the SPP.

“Metering Devices” means all meters, metering equipment, and data processing equipment, owned, installed, and maintained in accordance with this Tariff and the Interconnection Agreement and used to measure, record, or transmit data relating to the energy delivered from the QF to the Company at the Point of Delivery.

“Miscellaneous Amount” is an SPP charge type which is assessed for ad hoc situations that occur where a charge or credit must be assessed for which there is no other applicable charge type. This could be due to resettlement of inappropriately calculated charges from a prior bill or to reconcile settlement disputes between counterparties

“MW” means megawatt.

“MWh” means megawatt hour.

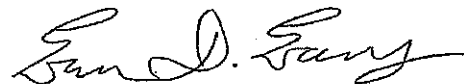
“NAESB” means the North American Energy Standards Board.

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REGIONAL VICE PRESIDENT RATES AND
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“NERC” means the North American Electric Reliability Corporation, or any successor organization.

“Operating Day” means the daily period beginning at midnight for which transactions within the SPP are scheduled.

“Operating Reserve” means resource capacity held in reserve for resource contingencies and NERC control performance compliance.

“Parties” means the Company and the QF.

“Party” means either the Company or the QF.

“Permits” means all licenses, certificates, approvals, orders, permits, and other authorizations required by any Governmental Authority to engage in the activities described in this Tariff and to authorize the QF to construct, operate, and maintain the QF facilities consistently with the terms of this Tariff and Applicable Legal Requirements.

“Point of Delivery” means the point at which the QF is delivering energy to the Company’s system where the Company accepts title to and risk of loss for the energy delivered by the QF to the Company.

“Purchase Agreement” means the agreement that is attached to this Tariff.

“PUCT” means the Public Utility Commission of Texas.

“PURPA” means the Public Utility Regulatory Policy Act of 1978.

“Qualifying Facility” (“QF”) means the entity selling non-firm energy to the Company under this Tariff, including a Forced Registration QF.

“Real-Time Balancing Market” (“RTBM”) means the market operated by SPP continuously in real-time to balance generation and load.

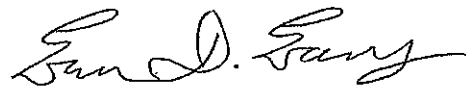
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“Real-Time Locational Marginal Price” (“RTLMP”) means the five-minute market clearing price for Energy at a given Settlement Location as determined by the SPP through its Real-Time Balancing Market.

“Real-Time Out-Of-Merit Amount” is an SPP charge type used to compensate resources for additional cost incurred as a result of being manually dispatched away from the optimal point. This is calculated in each settlement interval for each resource receiving an out-of-merit instruction.

“Revenue Neutrality Uplift Distribution Amount” is an SPP charge type that uplifts the imbalance from all other settlement charge types. This is calculated hourly for each settlement location.

“Reliability Unit Commitment (“RUC”) Make Whole Payment Distribution” is an SPP charge type that allocates costs of make-whole payment for resources committed in RUC. This is calculated hourly for each settlement location where a resource has deviations from the RUC vs. real-time actual performance.

“Setpoint Instruction” means the real-time desired MW output signal calculated for a specific resource by SPP’s control system.

“Settlement Adjustment Charges” (“SAC”) means the sum of adjustments to the Settlement Interval to account for SPP Market charges or credits applicable to the QF resource. These charges shall include Real-Time Out-of-Merit Amount, RUC Make Whole Payment Distribution, Revenue Neutrality Uplift Distribution Amount, Miscellaneous Amount, and other charges incurred under SPP Market rules, as those rules are hereafter adopted or revised.

“Settlement Interval” means the applicable period of Energy integration for the applicable market settlement function. In the Day-Ahead Market the settlement interval is hourly. In the Real-Time Balancing Market the settlement interval is each 5-minutes starting with the top of each hour.

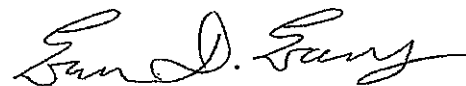
“Settlement Location” means the location defined for the purpose of commercial operations and settlement in the SPP Market.

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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DEFINITIONS (cont.)

“SPP” means the Southwest Power Pool, a non-profit corporation organized and existing under the laws of the State of Arkansas.

“SPP Market” means the regional energy market administered by SPP under its Integrated Marketplace tariff, initially scheduled to begin operations in 2014, and any successor regional energy market design.

“SPP OATT” means the SPP Regional Open Access Transmission Tariff.

“System Emergency” means a condition on Company’s system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

“Tariff” means this tariff, which is the Company’s rate schedule for the purchase of non-firm energy from QFs in Texas.

“Texas QF Rules” means the sections of the PUCT’s Substantive Rules that govern relations between utilities and QFs, including but not limited to sections 25.211, 25.212 and 25.242.

PURCHASE AGREEMENT

A QF that chooses to sell non-firm energy to SPS under this Tariff must execute the standard Purchase Agreement that is attached to this Tariff.

SPP MARKET REGISTRATION AND SCHEDULING

The Company is a member of the SPP Regional Transmission Organization and participates in the SPP Market, pursuant to Attachment AE of the SPP OATT.

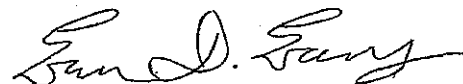
A. QFs that Elect to Self-Register with SPP

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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

SPP MARKET REGISTRATION AND SCHEDULING (cont.)

Any QF that is eligible under the SPP OATT may elect to register itself in the SPP Market. If a QF elects to register itself, Company shall purchase the Energy made available to Company by the QF, but the QF shall be responsible for all obligations of a registrant in the SPP Market, including settling all applicable SPP Market-related charges directly with the SPP. A self-registered QF that intends to sell Energy to Company must submit a Bilateral Settlement Schedule. If QF elects to sell Energy to Company on a Day-Ahead basis, QF shall submit the Bilateral Settlement Schedule no later than 1000 Central Prevailing Time on the Day-Ahead. A QF that submits a Bilateral Settlement Schedule after 1000 Central Prevailing Time in the Day-Ahead shall be deemed to have elected to sell its Energy to Company at the RTLMP. A QF that does not submit a Bilateral Settlement Schedule shall be presumed to have chosen not to sell its Energy to Company. The Bilateral Settlement Schedule shall specify the portion of forecast output from the resource that the QF elects to sell to Company under this Tariff. A Bilateral Settlement Schedule may not be changed after the closing of the applicable market.

B. Forced Registration QF

Company shall purchase Energy made available to Company by a Forced Registration QF. Company will not provide resource capability information to the SPP on behalf of a Forced Registration QF. To the extent the SPP requires resource capability information relating to a Forced Registration QF resource, Forced Registration QF is required to provide such information.

C. QFs that Elect to be Registered by Company

Company will register a QF in the SPP Market only if the QF agrees to sell 100% of its energy output to Company. Company will not register a QF that sells less than 100% of its energy output to the Company. If the QF elects to have Company register the QF's facilities in the SPP Market, Company will register the QF in the SPP Market and will be responsible for providing the SPP with forecasts of the QF's output and managing the resource's participation in the SPP Market. A QF registered by Company shall not settle directly with the SPP for payment of any SPP Market charges.

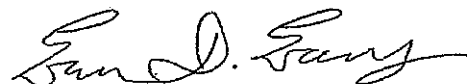
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ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

SPP MARKET REGISTRATION AND SCHEDULING (cont.)

A QF that elects to be registered by Company shall pay a one-time registration fee of \$1,000 at the time it requests registration by Company.

To the extent the SPP requires resource capability information relating to QF resources that elect to be registered by Company, Company will provide such information to the SPP on behalf of the QF. The QF remains responsible for compliance with NERC standards and its obligations under the applicable Interconnection Agreements. The QF agrees to respond to any requests from Company for information necessary to support such requests for information from the SPP.

INTERCONNECTION COSTS

If the Company or the SPP determines an interconnection study is necessary for interconnection of the QF, the SPP or the Company shall perform such study consistent with the SPP OATT or Texas QF Rules, whichever is applicable. The interconnection study shall determine the equipment and facilities that must be designed, purchased, installed, modified, replaced and/or removed to economically, reliably, and safely integrate the QF into the Company's electrical system. The interconnection study shall also quantify the costs associated with the design, purchase, installation, modification, replacement or removal of such equipment or facilities. The QF shall be responsible for all interconnection costs, including costs of the interconnection study, except as provided by the SPP OATT or Texas QF Rules.

DELIVERY ARRANGEMENTS

For purchases under this Tariff, the Company shall be responsible for acquiring transmission service to deliver energy from the QF to Company's load. Non-firm transmission service will be utilized during the pendency of the firm transmission request. If the SPP determines that no transmission upgrades are necessary for firm transmission service from the QF to Company's load, Company shall procure firm transmission service to deliver energy from the QF to Company's load. If the SPP determines that transmission upgrades are necessary for firm transmission service from the QF to Company's load, Company shall continue to utilize non-firm transmission service to deliver energy from the QF to Company's load.

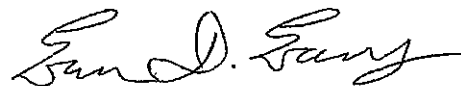
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

PAYMENT DETERMINATION

Rates for purchase of non-firm energy under this Tariff Sheet No. IV-117 are based on the Company's Avoided Cost of energy.

The monthly payment to the QF shall be the aggregate of the hourly payments for that month, minus a monthly administrative charge. Each QF's monthly administrative charge for the computation, billing, and creation of the QF's credit statement shall be \$215. For a QF that elects to be registered by the Company, the monthly administrative charge will also include an additional amount of \$190 to reimburse the Company for forecasting and scheduling the QF's energy. The administrative charges will be subtracted from the QF's monthly credit statement regardless of whether the Company has purchased non-firm energy from the QF during such billing period.

Company shall pay the QF for all Energy sold to Company by the QF. The method for calculating the rate payable to the QF shall depend on whether the QF elects to register its own facilities in the SPP Market, whether it elects for Company to register the QF's facilities in the SPP Market, or whether it forces the SPP to register its facilities.

A. QFs That Elect to Register in the SPP Market

A QF that elects to register its facilities in the SPP Market may sell its Energy to Company or may sell its Energy to other purchasers. To sell its Energy to Company, a self-registered QF must submit a Bilateral Settlement Schedule quantifying the amount of Energy that the QF intends to sell to Company in each interval.

A QF that elects to register its facilities in the SPP Market will receive a monthly payment that is the sum of all interval settlements for that month. The interval settlement for each hour shall be calculated according to the following formula if the QF submits the Bilateral Settlement Schedule to the SPP before 1000 Central Prevailing Time on the Day-Ahead:

$$\text{Interval Settlement}_i = \text{DALMP}_{\text{QF},i} \times \text{MWhDA}_{\text{QF},i}$$

where:

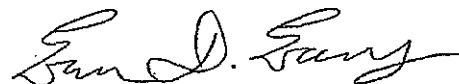
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

PAYMENT DETERMINATION (cont.)

$DALMP_{QF,i}$ = The Day-Ahead Locational Marginal Price at the registered resource Settlement Location associated with the QF for Settlement Interval i as expressed in dollars per MWh;

$MWh_{DA,QF,i}$ = Megawatt-hours scheduled to Company by QF during Settlement Interval i of the month in the SPP Day-Ahead Market;

The settlement for each interval shall be calculated according to the following formula if the QF submits the Bilateral Settlement Schedule to the SPP after 1000 Central Prevailing Time on the Day-Ahead:

$$\text{Interval Settlement}_i = RTLMP_{QF,i} \times MWh_{QF,i}$$

where:

$RTLMP_{QF,i}$ = The Real-Time Locational Marginal Price at the registered resource Settlement Location associated with the QF for Settlement Interval i as expressed in dollars per MWh;

$MWh_{QF,i}$ = Megawatt-hours scheduled to Company by QF during Settlement Interval i of the month in the SPP Real-Time Market;

Self-registered QF resources shall settle all other applicable SPP Market charges and credits directly with the SPP.

Self-registered QF resources shall arrange for meter output information to be provided directly to the SPP Market for settlements through the meter data agent role established in the SPP Market tariff.

DALMPs shall be calculated using hourly intervals. RTLMPs shall be calculated using five-minute intervals.

B. QF's That Elect for Company to Register their Facilities in the SPP Market

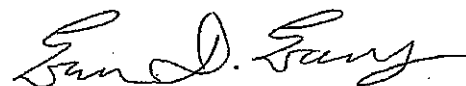
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**PURCHASE OF NON-FIRM
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PAYMENT DETERMINATION (cont.)

A QF that elects to have Company register the QF's facilities in the SPP Market will receive a monthly payment that is the sum of all interval settlements for that month. The settlement for each interval shall be calculated according to the following formula:

$$\text{Interval Settlement}_i = [(\text{RTLMP}_{\text{QF},i} / 1000) \times \text{kWh}_{\text{QF},i}] - [\text{SPP SAC}]_{\text{QF},i}$$

where:

$\text{RTLMP}_{\text{QF},i}$ = The Real-Time Locational Marginal Price at the registered resource Settlement Location associated with the QF for Settlement Interval i as expressed in dollars per megawatt-hour;

$\text{kWh}_{\text{QF},i}$ = Kilowatt-hours delivered to Company by QF during Settlement Interval i ;

$\text{SPP SAC}_{\text{QF},i}$ = Charges Assessed by SPP in connection with the QF's operation in the SPP Market

Company shall settle with the SPP for payment of any SPP Market charges associated with QF's resource.

RTLMPs shall be calculated using five-minute intervals.

C. Forced Registration QFs

A Forced Registration QF will receive a monthly payment that is the sum of all interval settlements for that month. The settlement for each interval shall be calculated according to the following formula:

$$\text{Interval Settlement}_i = [(\text{RTLMP}_{\text{QF},i} / 1000) \times \text{kWh}_{\text{QF},i}] - [\text{SPP SAC} + \text{FRQFMC}]_{\text{QF},i}$$

where:

$\text{RTLMP}_{\text{QF},i}$ = The Real-Time Locational Marginal Price at the registered resource Settlement Location associated with the QF for Settlement Interval i as expressed in dollars per megawatt-hour;

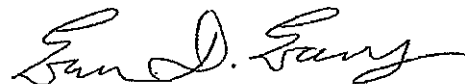
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

PAYMENT DETERMINATION (cont.)

$kWh_{QF,i}$ = Kilowatt-hours delivered to Company by QF during Settlement Interval i ;

$SPP\ SAC_{QF,i}$ = Charges Assessed by SPP in connection with the QF's operation in the SPP Market

$FRQFMC_{QF,i}$ = Forced Registered Qualified Facility Market Charges assessed to Company by SPP in connection with QF's operation in the SPP Market

Company shall settle with the SPP for payment of any SPP Market charges associated with Forced Registration QF's resource.

RTLMPs shall be calculated using five-minute intervals.

PAYMENT

For QFs other than Forced Registration QFs, the Company shall send a monthly statement and make a payment on or before the 20th calendar day of the month following the delivery of energy. The payment will be based on data in the Initial Settlement Statement. Any changes or adjustments made in the Final Settlement Statement will be reflected in the monthly statement following such change or adjustment. The statement will show the summation of the hourly kilowatt-hours of energy delivered by the QF, the LMP price for the Settlement Interval, any applicable SAC charges or credits assessed by the SPP, the applicable monthly administrative cost assessed by the Company, and the total credit amount due to the QF or the amount due to the Company.

For a Forced Registration QF, Company shall send a monthly statement and make a payment on or before the 20th calendar day following the date on which SPP provides the information necessary to calculate the payment due to the Forced Registration QF. The statement will show the summation of the hourly kilowatt-hours of energy delivered by the QF, the LMP price for the Settlement Interval, any applicable SAC charges or credits assessed by the SPP, the applicable monthly administrative cost assessed by the Company, the FRQFMC charges, and the total credit amount due to the QF or the amount due to the Company.

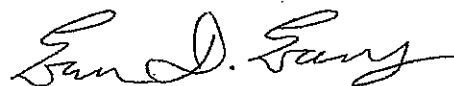
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

CURTAILMENT AND INTERRUPTIONS

All delivery arrangements are subject to all applicable NERC reliability standards, NAESB standards, and SPP curtailment policies and procedures. Additionally, non-firm energy purchases may be interrupted in case of a System Emergency or when a hazardous condition exists if, in the Company's sole judgment, the continuation of such purchases would contribute to the System Emergency or hazardous condition. Upon ten (10) minutes' notice to the QF to cease delivery of energy, non-firm energy purchases may be interrupted due to operational circumstances, including instances when the amount of energy produced by the QF exceeds the portion of the Company's load that can reliably be served by said energy. The foregoing language shall be interpreted in accordance with the following principles:

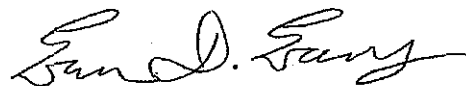
1. SPS may curtail the output of QFs only in the circumstances defined by 18 C.F.R. § 292.307 and 18 C.F.R. § 292.304(f).
2. The reference to a "hazardous condition" in this section of the Tariff refers to an event that rises to the level of a System Emergency, and does not allow SPS to curtail QF energy for other reasons.
3. The "operational circumstances" referred to in this section of the Tariff addresses the low-loading condition identified in 18 C.F.R. § 292.304(f), as well as other operational circumstances that would give rise to a System Emergency.
4. The violation of federal reliability standards is ground for curtailment when such violation would cause a System Emergency.
5. SPS will not curtail a QF's output under the Tariff to account for transmission congestion unless the congestion gives rise to a System Emergency.
6. In administering this Tariff, SPS will comply with the FERC-approved SPP curtailment policies and procedures, as they may be revised from time to time. The FERC-approved SPP curtailment policies and procedures currently allow curtailment of QFs' output when transmission congestion rises to a Southwest Power Pool Transmission Loading Relief Level 5 or higher.

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**PURCHASE OF NON-FIRM
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CURTAILMENT AND INTERRUPTIONS (cont.)

If transmission or distribution service is curtailed by SPS or SPP for the reasons set forth in this "Curtailed and Interruptions" section of the Tariff, SPS shall be relieved of its obligation to purchase the QF's energy during the time the condition giving rise to the curtailment exists.

DATA SHARING

A QF shall inform the Company of any planned or unplanned outage or de-rate or any other significant change to the operating capability of the QF as soon as reasonably practicable so that the Company can effectively manage its obligations under the Tariff and in the SPP Market, and to provide such other information regarding the QF as may be reasonably required.

The QF shall provide such additional information regarding its operations that the Company may reasonably request.

For wind or solar resources, the QF shall provide to the Company the operating specifications of the generating unit(s), along with historical and real-time meteorological data, unit availability, and operating data, including wind turbine operating data, for each of the units comprising the QF. The Parties will make reasonable efforts to implement a system to automatically communicate with onsite equipment in order to acquire data for actual monitored real-time data point information using communications mutually agreed upon by the Parties. Until such automated systems are established, upon request by the Company, the QF will provide its operating specifications to the Company, along with historical wind speeds for wind QFs.

Each QF with Solar Panels registered by Company shall provide the following information to Company:

(a) Solar Panel information:

- Panel manufacturer(s).
- Panel models and year of all panels.
- Panel inverters and meteorological instrumentation
- Solar Panel Manufacturer power curve

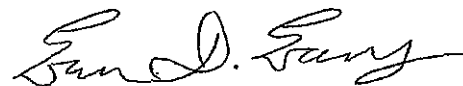
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**PURCHASE OF NON-FIRM
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DATA SHARING (cont.)

(b) Geographic information:

Longitude and latitude of the center of the solar panels for every inverter.
Longitude and latitude of the center of the solar panels for every meteorological tower.

(c) Real-Time data:

Inverter generation (kW)
Inverter availability
Direct normal insolation
Global Horizontal Irradiance
Ambient temperature (Celsius)
Barometric pressure (mb)
Wind speed (mps)
Wind direction (degrees relative to true north)
The information provided shall be refreshed as frequently as allowed by the SCADA system, not to exceed sixty (60) second intervals

Each QF with wind turbines registered by Company shall provide the following information to Company:

(a) Turbine information:

Turbine manufacturer(s).
Turbine models and year, including any prefixes and suffixes if available.
Turbine Manufacturer power curve
Number of turbines.
Nameplate capacity of each turbine.
Hub height of the center of each turbine in meters above ground level.
Rotor blade diameter of each turbine in meters.
Temperature range of operation in degrees Celsius.
Manufacturer, model and year of all meteorological instrumentation

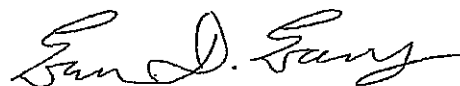
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**REGIONAL VICE PRESIDENT RATES AND
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

DATA SHARING (cont.)

(b) Geographic information:

Longitude and latitude of the center of the wind facility.
Longitude and latitude of the met tower/nacelle anemometer.

(c) Real-time data:

Turbine generation (kW)
Turbine availability
Air density
Ambient temperature
Wind speed (mps)
Wind direction (in degrees relative to true north)
Wind Pressure (mb)

Each QF shall provide additional information regarding its operations that Company may reasonably request.

GENERAL OPERATIONS

At all times, the QF shall operate, maintain, and repair its facilities in accordance with the terms of this Tariff and any applicable SPP or NERC procedures or requirements, Good Utility Practice(s) and the Interconnection Agreement. The QF shall bear its own costs of operating, maintaining and repairing its facilities.

The QF shall provide the Company with a dispatch control interface necessary to manage output as required for reliability. In the alternative, the QF shall staff and operate its facility as required to be responsive to the Company's or SPP's request to curtail deliveries of non-firm energy.

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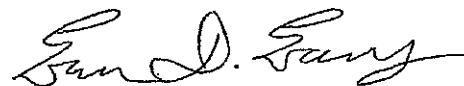
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

METERING DEVICES

The QF shall install Metering Devices consistent with this Tariff, any applicable Interconnection Agreement, and the Purchase Agreement.

Any QF with an aggregate nameplate capability of one (1) megawatt or greater shall also install telemetry equipment as required by the Company to ensure reliable operations.

All Metering Devices used to provide data for the computation of payments due under this Tariff shall be sealed and the seal may only be broken when the Metering Devices are to be inspected, tested, or adjusted in accordance with this Tariff. Both the QF and the Company shall be given the opportunity to be present, with at least fifteen (15) calendar days' prior notice. The number, type, and location of Metering Devices shall be configured to accurately measure power purchases by the Company from the QF. Either the QF or the Company shall have the right to install and maintain a back-up metering device.

The Metering Devices may be inspected and tested by the Company at its option at least once every (12) months while making purchases under this Tariff, and the QF shall provide the appropriate ingress and egress to Company for completing such inspections according to the provisions of this Tariff.

If a Metering Device fails to register, or if the measurement made by a Metering Device is found upon testing to be inaccurate by more than one percent (1.0%), an adjustment shall be made correcting all measurements by the inaccurate or defective Metering Device for both the amount of the inaccuracy and the period of the inaccuracy in the following manner:

- (a) If the Metering Device is found to be defective or inaccurate, the Company and the QF shall use back-up metering, if installed, to determine the amount of the inaccuracy, provided that the back-up metering has been tested and maintained in accordance with the provisions of this Tariff. If back-up metering is installed on the low side of the QF's step-up transformer, if back-up metering is unavailable, or if back-up metering is also found to be inaccurate by more than one percent (1.0%), the Company and the QF shall estimate the amount of the necessary adjustment on the basis of the sum of the metered energy adjusted for historical line losses.

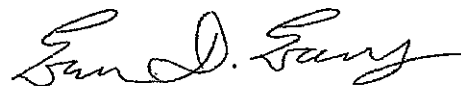
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

METERING DEVICES (cont.)

- (b) If such information is not available, the estimate shall be based on deliveries of energy from the QF during periods of similar operating conditions when the Metering Device was metered accurately. The adjustment shall be made for the period during which inaccurate measurements were made.
- (c) If the QF and the Company cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (a) the last one-half of the period from the last test of the Metering Device to the test that found the Metering Device to be defective or inaccurate, or (b) one hundred eighty (180) calendar days immediately preceding the test that found the Metering Device to be defective or inaccurate.
- (d) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by the Company, the Company shall use the corrected measurements as determined in accordance with this Tariff to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by the Company for this period from the recomputed amount. If the difference indicates undercompensated production by the QF, the difference shall be paid by the Company to the QF; if the difference indicates over-compensation for production by the Company, that difference shall be paid by the QF to the Company, or at the discretion of the Company, may take the form of an offset against payments due to the QF by the Company.
- (e) Payment of this difference by the owing party shall be made not later than thirty (30) calendar days after the owning party receives notice of the amount due, unless the Company elects payment by way of an offset.

Each QF shall provide at its own cost sufficient communications capabilities to allow the Company to remotely read the Metering Devices electronically. The Company shall read the Metering Devices monthly. The QF shall provide the Company written notice within two (2) calendar days of the connection of any telephone communication hook up to the Metering Device or modifications thereto.

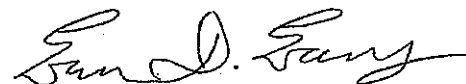
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**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES
PURCHASE AGREEMENT FOR
PURCHASE OF NON-FIRM ENERGY FROM QUALIFYING FACILITIES**

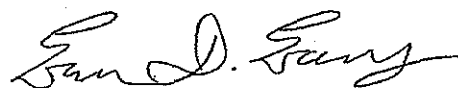
- 1.0 Parties.** This Purchase Agreement ("Agreement"), dated as of _____, is entered into by and between Southwestern Public Service Company ("Company") and _____ ("QF").
- 2.0 Application.** This Agreement is for purchases of non-firm energy by Company from QF under Company's Electric Tariff Sheet No. IV-117, *Purchase of Non-Firm Energy from Qualifying Facilities* ("Tariff"), as such may be amended or superseded with the approval of the Public Utility Commission of Texas. The Tariff is incorporated by reference herein.
- 3.0 Term.** The initial term of this Agreement shall continue for a period of one year from the date it is signed by the latter of Company or QF. The Agreement shall continue on a year-to-year basis unless terminated as provided below.
- 3.1 QF may terminate this Agreement by providing written notice to the Company to terminate this Agreement effective upon the end of the applicable renewal period, such notice to be provided no later than 90 days prior to the noticed termination date.
- 3.2 Company may terminate this Agreement if (1) SPS's obligation to purchase the energy of the QF is eliminated by legislation, regulation, or an order of the Federal Energy Regulatory Commission; or (2) it becomes necessary to enter into a replacement agreement because the Public Utility Commission of Texas approves changes to this standard purchase agreement. Company shall provide notice of termination no later than 90 days prior to the noticed termination date.
- 4.0 Purchase of Non-Firm Energy.** Company shall purchase non-firm energy from the facility described in Exhibit A of this Agreement (the "Facility"). The terms and conditions in the Tariff shall govern the purchase of non-firm energy by Company.
- 5.0 Registration.** On Exhibit B of this Agreement, QF shall elect whether it will register the Facility in the Southwest Power Pool ("SPP") Market, whether it will ask Company to register the Facility in the SPP Market, or whether it has availed itself of the forced registration option.

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**PURCHASE OF NON-FIRM
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- 5.1 If QF elects to have Company register the Facility in the SPP Market, Company shall maintain registration of the Facility for the term of this Agreement.
- 5.2 If QF elects to have Company register the Facility in the SPP Market, QF shall sell 100% of its net energy output to Company.
- 6.0 Rates.** Company shall pay QF for the energy delivered to Company from the Facility at the rates set forth in the Tariff.
- 6.1 QF agrees that if the Commission approves a new tariff during the term of this Agreement, that new tariff will be applicable to this Agreement upon the effective date of the new tariff.
- 7.0 Payment.** Payments due under this Agreement shall be paid by electronic funds transfer, or by wire transfer, as designated by QF on Exhibit C of this Agreement.
- 7.1 If an undisputed amount is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance.
- 7.2 The late payment charge shall be calculated based on an annual interest rate equal to one hundred twenty-five percent (125%) of the U.S. Dollar LIBOR three-month rate published on the date of the invoice in the Wall Street Journal (or if the Wall Street Journal is not published on that day, the next succeeding date of publication); provided, however, that in no event shall the resulting late payment charge exceed the maximum interest rate allowed by law.
- 7.3 If the due date occurs on a date other than a business day, the late payment charge shall begin to accrue on the next succeeding business day.
- 7.4 Any late payment charge shall be due and payable within thirty days of the date it begins to accrue.
- 8.0 Disputed Payments.** When a billing dispute is resolved, the party owing shall pay the amount owed within five business days of the date of resolution, with late payment charges calculated on the amount owed in accordance with the provisions of Paragraph 7.2.

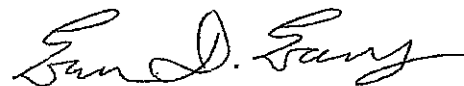
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**PURCHASE OF NON-FIRM
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- 8.1 Each party may offset against any and all amounts due and owed by it to the other party any and all undisputed amounts, including damages and other payments that are owed by the other party or that are past due under other accounts for other services relating to the sale of energy by QF to Company.
- 9.0 **Dispute Resolution.** Because Company and QF agree that it is in the best interest of both parties to attempt to resolve disputes that arise under this Agreement in a quick and inexpensive manner, the parties commit to use good faith efforts to resolve disputes informally.
- 9.1 For any disputes that arise under this Agreement, Company and QF shall negotiate with one another in good faith through their designated representatives to attempt to reach resolution of the dispute.
- 9.2 Such negotiation shall commence within fourteen (14) business days after the date of the letter from one party representative to the other party representative notifying that party of the nature of the dispute.
- 9.3 If the parties' representatives cannot agree to a resolution of the dispute within thirty (30) business days after the commencement of negotiations, written notice of the dispute, together with a statement describing the issues or claims, shall be jointly prepared by the parties' representatives and delivered, within three (3) business days after the expiration of the thirty (30) business day negotiation period, by each party representative to a senior officer or official who has authority to bind the respective party.
- 9.4 Within three (3) business days after receipt of the dispute notice, the senior officers or officials for both parties shall negotiate in good faith to attempt to resolve the dispute.
- 9.5 If the senior officers or officials are unable to resolve such dispute within thirty (30) business days after receipt of the dispute notice, either party may proceed in accordance with any appropriate means of redress at law or in equity.

Effective March 1, 2014

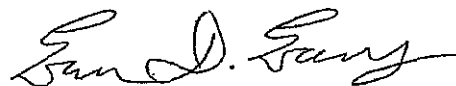
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

- 10.0 Compliance with Legal Requirements.** QF shall be solely responsible for complying with all applicable laws and regulations that apply to the Facility and its operations, including all environmental laws and permitting requirements.
- 10.1 QF shall not attempt to assert that Company is in any way responsible for compliance with any such legal requirements by virtue of its purchases of energy under this Agreement.
- 10.2 If Company is held responsible by a governmental authority for any non-compliance by the Facility with such legal requirements, QF will be obligated to indemnify Company in accordance with Paragraph 11.1.
- 11.0 Indemnity.**
- 11.1 QF shall indemnify, defend, and hold harmless Company from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to Company's property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by a violation of any Applicable Legal Requirements, or by the negligent or tortious acts, errors, or omissions of QF, its affiliates, directors, officers, employees, or agents.
- 11.2. Company shall indemnify, defend, and hold harmless QF from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to QF's property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by a violation of any Applicable Legal Requirements, or by the negligent or tortious acts, errors, or omissions of Company, its affiliates, directors, officers, employees, or agents.
- 12.0 Government Contract Clauses.** QF acknowledges that Company, as a government contractor, is subject to various federal laws, executive orders, and regulations and is required to include certain of those obligations in its contracts.
- 12.1 All applicable equal opportunity and affirmative action clauses shall be deemed to be incorporated in this Agreement as required by federal laws, executive orders, and regulations, including 41 C.F.R. §§ 60-1.4(a)(1-7).

Effective March 1, 2014

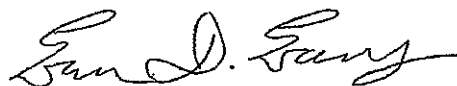
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

12.2 QF shall also comply with all applicable provisions of the Federal Acquisition Regulation, including those contract clauses set forth below and incorporated by reference:

- 52.203-7 Anti-Kickback Procedures
- 52.219-8 Utilization of Small Business Concerns.
- 52.222-26 Equal Opportunity.
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.
- 52.222-36 Affirmative Action for Workers with Disabilities.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.

13.0 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT.

14.0 No Assignment. The rights and obligations of the parties under this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned.

14.1 Any purported assignment of this Agreement in the absence of the required consent shall be void.

14.2 Notwithstanding the foregoing, Company's consent shall not be required for QF to make a collateral assignment of this Agreement to or for the benefit of any lender providing financing and/or refinancing for the Facility from which Company is purchasing energy; provided, further, that Company shall deliver a written consent, acceptable to Company, to assignment to any of QF's lenders requesting such consent.

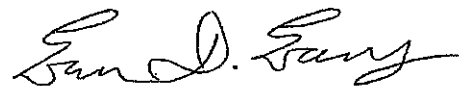
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

- 15.0 Survival of Obligations.** Cancellation, expiration, or earlier termination of this Agreement shall not relieve the parties of obligations that by their nature should survive such cancellation, expiration or termination, prior to the expiration of the applicable statute of limitations, including warranties, remedies or indemnities, which shall survive for the period of the applicable statute of limitations, and obligations under law.
- 16.0 Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be in writing and shall be delivered either by hand, facsimile, overnight courier or mailed by U.S. certified mail, return receipt requested, with postage prepaid, to each party as described on Exhibit D of this Agreement.
- 16.1 The designations and titles of the persons to be notified or the address of those persons may be changed at any time by written notice.
- 16.2 Any notice, demand, request, or communication is effective upon receipt if delivered by hand, facsimile, overnight courier, or deposited for delivery by U.S. certified mail.
- 17.0 Duties.** Company and QF incorporate the following duties into this Agreement.
- 17.1 **Duty to Cooperate and Communicate.** Company and QF agree to cooperate and communicate to the extent required to ensure reliable operation of the Facility and the delivery system elements used to deliver QF's output to Company's loads.
- 17.2 **Duty of Good Faith and Fair Dealing.** Each party shall have a duty of good faith and fair dealing in the performance of the obligations in this Agreement.
- 17.3 **Duty to Mitigate.** Each party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other party's performance or non-performance of this Agreement.

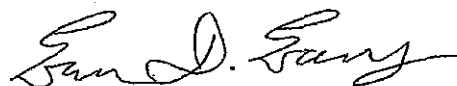
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

IN WITNESS WHEREOF, Company and QF have caused this Agreement to be executed as of the date and year first above written.

[QF Entity Name]

By: _____

Name: _____

Title: _____

SOUTHWESTERN PUBLIC SERVICE
COMPANY, A NEW MEXICO CORPORATION

By: _____

Name: _____

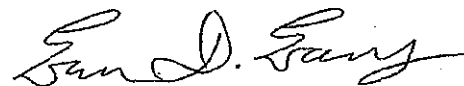
Title: _____

Effective March 1, 2014

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

EXHIBIT A

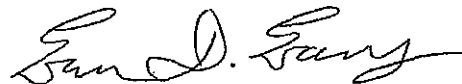
**FACILITY DIAGRAM
INCLUDING
POINT OF DELIVERY**

Effective March 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

EXHIBIT B

REGISTRATION ELECTION

Choose one of the following:

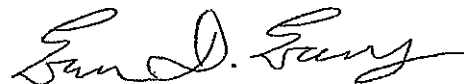
- QF elects to register its own generating facilities in the SPP Market.
- QF elects for Company to register QF's generating facilities in the SPP Market.
- QF has availed itself of the forced registration provision in Section 1.2.2A(7) of Attachment AE to the SPP OATT or any successor provision.

Effective March 1, 2014

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

EXHIBIT C

METHOD OF PAYMENT ELECTION

Choose one of the following:

_____ Payments due under this Agreement shall be paid by electronic funds transfer.

_____ Payments due under this Agreement shall be paid by wire transfer.

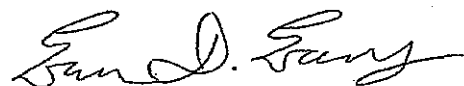
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

**PURCHASE OF NON-FIRM
ENERGY FROM QUALIFYING FACILITIES**

EXHIBIT D

NOTICE

If to Company:	If to Customer:
Vice President, Commercial Operations Xcel Energy Services Inc. 1800 Larimer Street, Suite 1000 Denver, Colorado 80202 Telephone: Fax:	
With copies to:	With a copy to:
Manager, Renewable Purchased Power Xcel Energy Services Inc. 1800 Larimer Street, Suite 1000 Denver, CO 80202 Telephone: Fax:	
And:	And:
Purchase Power Analyst Xcel Energy Services Inc. 1800 Larimer Street, Suite 1000 Denver, CO 80202 Telephone: Fax:	

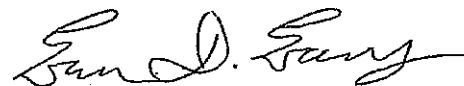
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

FLOOD LIGHT SERVICE

APPLICABILITY:

Under contract to all night outdoor flood light service, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. This tariff will be closed to new Customers as of September 1, 2000 in accordance with the Public Utility Commission of Texas Order in Docket No. 21190, and no new lights will be installed. If this service is in effect at a property that is sold to a new Customer, the new Customer may continue this service at that property if the new Customer agrees to the rate then in effect for this service.

TERRITORY: Texas service territory.

RATE: The charge per month shall be the sum of A + B + C.

A. Charge per lamp, per month, for the first light on each 30-foot wood pole with overhead service:

<u>Lamp Wattage</u>	<u>Metal Halide</u>	<u>High Pressure Sodium</u>
150	N/A	\$19.20
175	\$19.32	N/A
250	\$20.70	\$20.80
400	\$21.53	\$22.01
1,000	\$32.95	\$33.36

B. Added charge per month for each additional lamp per pole:

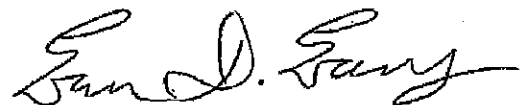
<u>Lamp Wattage</u>	<u>Metal Halide</u>	<u>High Pressure Sodium</u>
150	N/A	\$6.03
175	\$6.11	N/A
250	6.97	7.04
400	7.55	7.87
1,000	15.77	16.02

C. Additional charge per month, per pole:

<u>Pole Height</u>	<u>Added Charge Per Overhead Wood Pole</u>	<u>Added Charge Per Wood Pole Underground</u>	<u>Added Charge Per Steel Pole</u>	<u>Added Charge Per Steel Pole Underground</u>
30'	\$.00	\$2.42	\$4.03	\$6.46
35'	1.19	3.61	5.24	7.65

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF
FLOOD LIGHT SERVICE

<u>Pole Height</u>	<u>Added Charge Per Overhead Wood Pole</u>	<u>Added Charge Per Wood Pole Underground</u>	<u>Added Charge Per Steel Pole</u>	<u>Added Charge Per Steel Pole Underground</u>
40'	2.54	4.97	6.59	9.01
45'	3.60	6.04	7.64	10.07
50'	4.77	7.19	N/A	N/A

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

DETERMINATION OF ENERGY USE:

<u>Lamp Wattage</u>	<u>Metal Halide</u>		<u>High Pressure Sodium</u>	
	<u>Lumen</u>	<u>kWh</u>	<u>Lumen</u>	<u>kWh</u>
150	---	---	15,000	56
175	14,000	62	--	--
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

FUEL COST RECOVERY:

The above rate shall be increased by the applicable fuel cost recovery factor per kWh, provided in PUCT Sheet No. IV-69. However, Flood Light Systems service provided by the Company which is connected to a circuit previously metered by Company for other electric service, shall not have the above rate increased by the applicable fuel cost recovery factor.

CONDITIONS OF SERVICE:

Company will construct, own, operate and maintain, on the Customer's premises, the required number of photo-electrically controlled overhead flood lights of the type and size selected by Customer, installed on Company's poles, and having a secondary line span less than 150 feet in length.

Company will not construct, own or maintain underground lines on Customer's premises. Construction of underground lines will be to the specifications of Company, and will be arranged and paid for by the Customer. Customer is responsible for any trenching and backfilling necessary for construction.

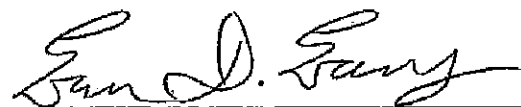
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REGIONAL VICE PRESIDENT RATES AND
 REGULATORY AFFAIRS

ELECTRIC TARIFF

FLOOD LIGHT SERVICE

CHARACTER OF SERVICE: A-C; 60 hertz; single phase; 120 or 240 volts.

TERM OF CONTRACT: A period of not less than three years.

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

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

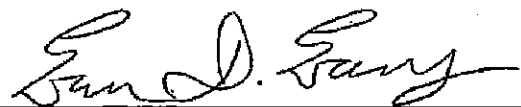
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SERVICE AGREEMENT SUMMARY

AGREEMENT WITH: Under contract to City of Amarillo, Texas for highway sign lighting.

TERRITORY: Amarillo, Texas.

RATE: \$0.032401 per kWh.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet No. IV-69.

MINIMUM CHARGE: \$4.00 per meter for single phase service; \$10.00 per meter for three phase service.

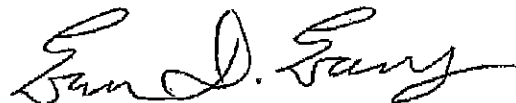
LINE EXTENSIONS: The Company will make line extensions in accordance with its standard line extension policy.

Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

RESTRICTED OUTDOOR LIGHTING SERVICE

APPLICABILITY: Under contract for night outdoor lighting service where facilities of adequate capacity and suitable voltage are available and service is being provided at the time of the Company's acquisition of Texas-New Mexico Power Company's property in Hansford, Ochiltree and Lipscomb Counties.

Pursuant to the 2005 Energy Policy Act, mercury vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. When the Company's inventory of mercury vapor ballasts and lamps is exhausted, Customers will be given the option of having the lighting facilities removed, or replaced with another type of light at the rate for the replacement light.

TERMS OF SERVICE: No new Customers will be added to this service; however, if this service is provided to a privately-owned property and the property is sold to a new Customer, the new Customer has the option to continue service under the existing rate if the new Customer agrees to the rate then in effect for this service. Existing equipment will be replaced with standard Company equipment as wear-out and obsolescence occur, if the Customer agrees to continue service under the rate then in effect for standard Company equipment.

TERRITORY: Areas in the counties of Hansford, Ochiltree, and Lipscomb previously served by Texas-New Mexico Power Company.

GUARD LIGHTS:

RATE: Each 21,500 lumen, 400 watt, mercury vapor lamp for \$16.24 per month.
Each 9,500 lumen, 100 watt, high pressure sodium (HPS) lamp for \$12.41 per month.
Each 22,000 lumen, 200 watt, HPS lamp for \$13.68 per month.

FLOOD LIGHTS:

RATE: Each 21,500 lumen, 400 watt, MV lamp for \$16.24 per month.
Each 36,000 lumen, 400 watt, metal halide (MH) lamp for \$21.53 per month.
Each 110,000 lumen, 1,000 watt, MH lamp for \$32.95 per month.
Each 50,000 lumen, 400 watt, HPS lamp for \$22.01 per month.

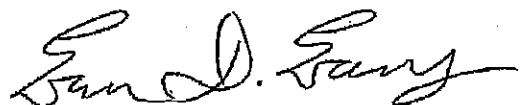
Company will own, operate and maintain on Customer's premises, the number of photo-electrically controlled lamps requested by Customer, mounted on a metal bracket, installed on Company's service pole, a separate 30 foot pole or on any suitable mounting device belonging to

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

RESTRICTED OUTDOOR LIGHTING SERVICE

RATE (Cont.):

Customer, and having a secondary line span not to exceed 150 feet in length. Lights will not be installed on any mounting device which, in the opinion of Company, is unsafe or unsuitable for this purpose.

The charge per lamp, per month shall be in accordance with the following rates:

Lumen Lamp Size	Lamp Type	
9,500	HPS	\$10.81
22,000	HPS	\$11.91

The aforementioned rates include furnishing, by Company, of the electric energy necessary to operate the street lighting system, the replacement of lamps and normal maintenance of fixtures, wires, transformers and other component parts of the street lighting system, as said replacements and maintenance become necessary. In the event maintenance and/or lamp and glassware replacements become excessive due to vandalism or similar causes, Company will notify the City, and the City will implement whatever means at its disposal through law enforcement agencies or other protective measures, to eliminate destruction of street lighting equipment. If said vandalism persists, Company reserves the right to remove the street lights.

If any street light is permanently removed from service at the City's request, the City will pay Company, at the time of removal from service of said light, the original cost of the equipment taken out of service, less depreciation of four percent per year. If any street light is removed from service temporarily (at least two months) at the City's request, the monthly rate for said light during such temporary disconnection will be the base charge per lamp as stated above. Fuel cost recovery will not be charged or credited on any temporarily disconnected street light.

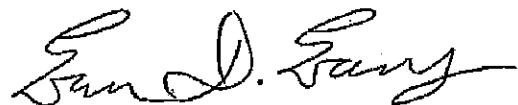
Company will install, own, operate and maintain the street lighting system. If, for any reason, Company is unable to continue service of particular equipment, said equipment, at the option of the City, will be removed or replaced by Company with currently available equipment, and the City will pay the appropriate rate for the new equipment.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

RESTRICTED OUTDOOR LIGHTING SERVICE

RATE (Cont.):

Street light burning time will be from approximately one-half hour after sunset to approximately one-half hour before sunrise.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If service is billed on a residential bill, the late payment charge will not be imposed. If the sixteenth day falls on a holiday or weekend, the due date will be the following work day.

DETERMINATION OF ENERGY USE:

8,150 lumen, 175 watt,	MV lamp uses 68 kWh per month
21,500 lumen, 400 watt,	MV lamp uses 151 kWh per month
9,500 lumen, 100 watt,	HPS lamp uses 39 kWh per month
22,000 lumen, 200 watt,	HPS lamp uses 75 kWh per month
34,000 lumen, 400 watt,	MH lamp uses 136 kWh per month
110,000 lumen, 1,000 watt,	MH lamp uses 359 kWh per month
25,500 lumen, 250 watt,	HPS lamp uses 97 kWh per month
50,000 lumen, 400 watt,	HPS lamp uses 159 kWh per month

FUEL COST RECOVERY: The charge per kWh of the aforementioned rate shall be increased by the applicable fuel cost factor per kWh as provided in PUCT Sheet IV-69. However, Outdoor Lighting Service provided by Company, which is connected to a circuit previously metered by Company for other electric service, shall not have the above rate increased by the applicable fuel cost recovery factor.

CHARACTER OF SERVICE: A-C; 60 hertz; single phase; 120 or 240 volts.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas.

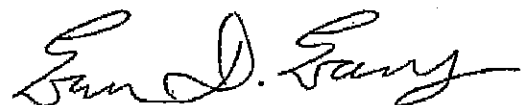
Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

STATE UNIVERSITY DISCOUNT RATE RIDER

APPLICABILITY: To any facility of any four-year state university, upper-level institution, Texas State Technical College, or college. This rate discount is offered in order to comply with the Public Utility Regulatory Act of 1995 (PURA) Section 2.2141. This rate is available only as a rate discount to State supported institutions in conjunction with a Customer's applicable standard rate schedule currently in effect.

TERRITORY: Texas service territory.

MONTHLY BASE RATE DISCOUNT: A discount of 20% will be applied to the base portion, exclusive of the fixed fuel factor, of Customer's applicable tariff rate for electric service.

TERMS AND CONDITIONS: Company's Rules and Regulations apply to service under this schedule.

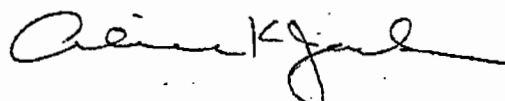
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

DISTRIBUTED GENERATION INTERCONNECTION

AVAILABILITY: Company shall interconnect distributed generation as described in PUC Substantive Rules §25.211, §25.212 and §25.213 pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein.

APPLICATION: A person seeking interconnection and parallel operation of distributed generation with the Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein. Distributed generation interconnections made under this tariff shall not be used to sell, transmit or distribute power or energy to ultimate consuming facilities in the Company's certificated service area until the Company is authorized by the Public Utility Commission of Texas to implement customer choice.

**STANDBY OR SUPPLEMENTAL POWER TO A DISTRIBUTED GENERATOR OF
AGGREGATE GENERATING CAPACITY OF:**

100 KW OR LESS

RATE: Same as tariff for applicable class of service.

TERMS OF PAYMENT: Same as tariff for applicable class of service.

DEMAND: Same as tariff for applicable class of service.

FUEL COST RECOVERY: Same as tariff for applicable class of service.

TAX ADJUSTMENT: Same as tariff for applicable class of service.

CHARACTER OF SERVICE: Same as tariff for applicable class of service.

MINIMUM: Same as tariff for applicable class of service.

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

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DISTRIBUTED GENERATION INTERCONNECTION

**STANDBY SERVICE TO A DISTRIBUTED GENERATOR OF
AGGREGATE GENERATING CAPACITY:**

GREATER THAN 100 KW

Please refer to sheet number IV-179 or IV-180, as applicable.

INTERCONNECTION OF DISTRIBUTED GENERATION

TERMS AND CONDITIONS OF SERVICE: The terms and conditions under which interconnection of distributed generation are to be provided are contained in Commission Substantive Rules §25.211, §25.212 and §25.213, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment.

STUDIES AND SERVICES: Pre-interconnection studies may be required and conducted by the Company. Other services may be provided as requested by the customer and provided pursuant to negotiations and agreement by the customer and the Company and may be subject to approval by the Commission.

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DISTRIBUTED GENERATION INTERCONNECTION

PRE-INTERCONNECTION STUDY FEE SCHEDULE:

NON-EXPORTING

0 to 10 kW	Pre-Certified	Not on Network	\$0
	Not Pre-Certified	Not on Network	\$196
10+ to 500 kW	Pre-Certified	On Network	\$181*
	Not Pre-Certified	On Network	\$300
	Pre-Certified	Not on Network	\$166**
	Not Pre-Certified	Not on Network	\$286
500+ to 2,000 kW	Pre-Certified	On Network	\$960*
	Not Pre-Certified	On Network	\$1,720
	Pre-Certified	Not on Network	\$468
	Not Pre-Certified	Not on Network	\$588
2,000+ kW	Pre-Certified	On Network	\$2,550
	Not Pre-Certified	On Network	\$2,550
	Pre-Certified	Not on Network	\$785
	Not Pre-Certified	Not on Network	\$905
2,000+ kW	Pre-Certified	On Network	\$3,000
	Not Pre-Certified	On Network	\$3,440

* No charge if 20 kW or less inverter is used


** No charge if generator supplies less than 15% of feeder load and less than 25% of feeder fault current

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EXPORTING

0 to 10 kW	Pre-Certified	Not on Network	\$0
	Not Pre-Certified	Not on Network	\$196
10+ to 500 kW	Pre-Certified	On Network	\$181 *
	Not Pre-Certified	On Network	\$300
	Pre-Certified	Not on Network	\$166*
	Not Pre-Certified	Not on Network	\$286
500+ to 2,000 kW	Pre-Certified	On Network	\$1,290*
	Not Pre-Certified	On Network	\$1,720
	Pre-Certified	Not on Network	\$468
	Not Pre-Certified	Not on Network	\$588
2,000+ kW	Pre-Certified	On Network	\$3,000
	Not Pre-Certified	On Network	\$3,125
	Pre-Certified	Not on Network	\$785
	Not Pre-Certified	Not on Network	\$905
2,000+ kW	Pre-Certified	On Network	\$3,320
	Not Pre-Certified	On Network	\$3,440

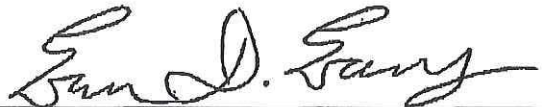
* No charge if 20 kW or less inverter is used

** No charge if generator supplies less than 15% of feeder load and less than 25% of feeder fault current

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DISTRIBUTED GENERATION INTERCONNECTION

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: **Southwestern Public Service Company
Attention: Resource Planning Dept.
600 S. Tyler, Suite 2900
Amarillo, TX 79101-2353**

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____


Signature _____

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DISTRIBUTED GENERATION INTERCONNECTION

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 Southwestern Public Service 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: _____

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DISTRIBUTED GENERATION INTERCONNECTION

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 Southwestern Public Service Company 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

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Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Southwestern Public Service Company to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

SOUTHWESTERN PUBLIC SERVICE
COMPANY

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____


DATE: _____

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DISTRIBUTED GENERATION INTERCONNECTION

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

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by Southwestern Public Service Company ("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.

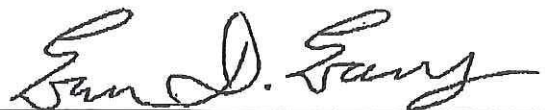
Option 4: For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

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.

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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.

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DISTRIBUTED GENERATION INTERCONNECTION

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 Rule No. 6 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

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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

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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.

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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.

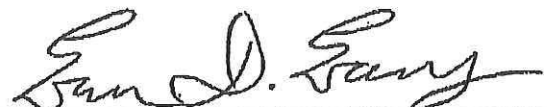
7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' 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

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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


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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:

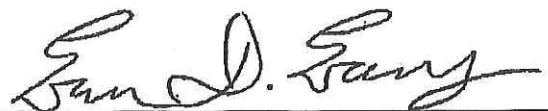
(b) If to Customer:

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

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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.

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DISTRIBUTED GENERATION INTERCONNECTION

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

SOUTHWESTERN PUBLIC SERVICE
COMPANY

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____

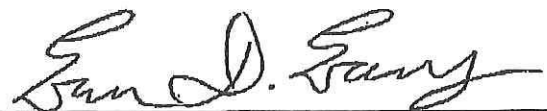
DATE: _____

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DISTRIBUTED GENERATION INTERCONNECTION

**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]

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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.)

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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

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**DISTRIBUTED GENERATION INTERCONNECTION
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]

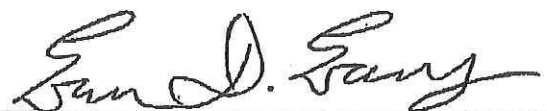
SIGNATURE: _____

DATE: _____

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SMALL GENERAL SERVICE

APPLICABILITY: To commercial Customers for electric service used at secondary voltage and used for commercial purposes when all service is supplied at one Point of Delivery, and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, not to exceed 10 kW of demand in any month. Single phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

Each year, Company will review the demand of all Customers receiving service under this tariff for whom Company has installed the necessary equipment to measure Customer's kW demand. If the average of Customer's twelve monthly demands in the immediately preceding calendar year exceeds 10 kW, then Customer is not eligible to continue receiving service under this tariff.

Not applicable to standby, supplementary, resale, or shared service, or service to oil and natural gas production facilities.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$11.25 per month.

Energy Charge: \$0.063138 per kWh for all kWh used per month during each summer month
 \$0.053482 per kWh for all kWh used per month during each winter month.

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

ALTERNATE EXPERIMENTAL TIME OF USE RIDER

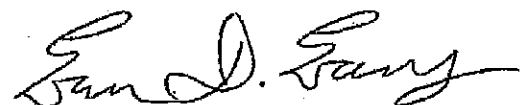
RATE: Service Availability Charge: \$12.25 per month.

Energy Charge:
 \$0.045384 per kWh for all kWh used during all hours, PLUS
 \$0.137365 per kWh for all kWh used during On-Peak Hours

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SMALL GENERAL SERVICE

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

Availability limited to a maximum of 50 customers that qualify for service under Small General Service. Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

DEMAND: If, over any four consecutive months, a Customer's average monthly usage exceeds 3,500 kWh, Company will furnish, at Company's expense, the necessary equipment to measure Customer's kW demand for the 30-minute period of greatest use during the month.

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

AVERAGE MONTHLY PAYMENT: Upon request, any commercial Customer may be billed monthly based on a levelized payment plan. A Customer's monthly payment amount is calculated by obtaining the most recent twelve months of actual consumption and dividing that amount by twelve, and applying the Company's current rates to the average kWh consumption. The account will be trued-up every twelve months. The trued-up amount will be equal to the difference between the total of the prior twelve months' levelized payments and the actual billings for the corresponding most recent twelve month period.

CHARACTER OF SERVICE: A-C; 60 hertz; single phase 120/240 volts; or where available secondary, three phase 240 volts.

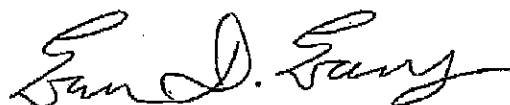
LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy.

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

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SMALL GENERAL SERVICE

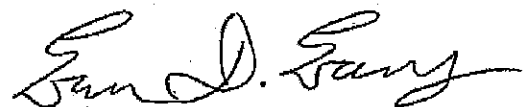
RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

PRIMARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at a primary voltage of 2.4kV or higher but less than 69 kV and at a single Point of Delivery measured through approved electrical metering determined by Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

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

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$58.50 per month

Energy Charge: \$0.005960 per kWh for all kWh used during the month

Demand Charge: \$12.76 per kW of demand used per month during each summer month
\$10.98 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

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

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

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

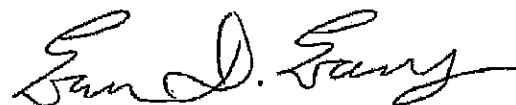
LOSS ADJUSTMENT: Meter readings used for billing shall be increased to include line and transformation losses when Customer's load is metered at a secondary voltage.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

PRIMARY GENERAL SERVICE

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

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

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

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

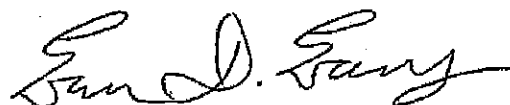
RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas. Company may require a Contract to be executed prior to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

Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SMALL MUNICIPAL AND SCHOOL SERVICE

APPLICABILITY: To Municipal facilities and K-12 schools both public and private for electric service used at secondary voltage and used for municipal and school purposes when all service is supplied at one point of delivery, and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, not to exceed 10 kW of demand in any month. Single phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

Each year, Company will review the demand of all Customers receiving service under this tariff for whom Company has installed the necessary equipment to measure Customer's kW demand. If the average of Customer's twelve monthly demands in the immediately preceding calendar year exceeds 10 kW, then Customer is not eligible to continue receiving service under this tariff.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$13.20 per month.

Energy Charge:

\$0.045136 per kWh for all kWh used per month during each summer month.

\$0.038897 per kWh for all kWh used per month during each winter month.

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

ALTERNATE EXPERIMENTAL TIME OF USE RIDER

RATE: Service Availability Charge: \$14.20 per month.

Energy Charge:

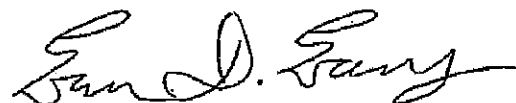
\$0.033458 per kWh for all kWh used during all hours, PLUS

\$0.117987 per kWh for all kWh used during On-Peak Hours

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SMALL MUNICIPAL AND SCHOOL SERVICE

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

Availability limited to a maximum of 50 customers that qualify for service under Small Municipal and School Service. Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

DEMAND: If, over any four consecutive months, a Customer's average monthly usage exceeds 3,500 kWh, Company will furnish, at Company's expense, the necessary equipment to measure Customer's kW demand for the 30-minute period of greatest use during the month.

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

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

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

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

RULES, REGULATIONS, AND CONDITIONS OF SERVICE:
Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules and Regulations on file with the Public Utility Commission of Texas.

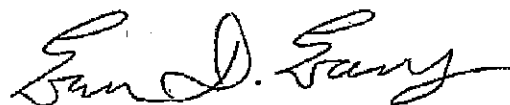
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE MUNICIPAL SERVICE

APPLICABILITY: To all municipal facilities supplied electric service at primary or secondary voltage, at a single point of delivery measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, exceeding 10 kW of demand in any month.

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

Not applicable to supplementary or shared service, or to service for which a specific rate schedule is provided.

TERRITORY: Texas service territory.

SECONDARY VOLTAGE:

RATE: Service Availability Charge: \$25.90 per month

Energy Charge: \$0.007692 per kWh for all kWh used during the month

Demand Charge: \$10.87 per kW of demand used per month during each summer month
\$ 8.90 per kW of demand used per month during each winter month

PRIMARY VOLTAGE:

RATE: Service Availability Charge: \$25.90 per month

Energy Charge: \$0.007573 per kWh for all kWh used during the month

Demand Charge: \$10.73 per kW of demand used per month during each summer month
\$ 8.80 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

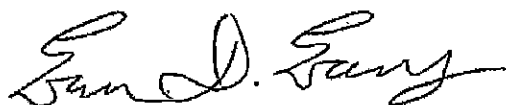
WINTER MONTHS: The billing months of October through May.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE MUNICIPAL SERVICE

ALTERNATE EXPERIMENTAL TIME OF USE RIDER – SECONDARY VOLTAGE

RATE: Service Availability Charge: \$26.90 per month.

Energy Charge:

\$0.007692 per kWh for all kWh used during all hours, PLUS

\$0.122527 per kWh for all kWh used during On-Peak Hours

Demand Charge: \$7.30 per kW of demand used per month

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

ALTERNATE EXPERIMENTAL TIME OF USE RIDER – PRIMARY VOLTAGE

RATE: Service Availability Charge: \$26.90 per month.

Energy Charge:

\$0.007573 per kWh for all kWh used during all hours, PLUS

\$0.120055 per kWh for all kWh used during On-Peak Hours

Demand Charge: \$7.34 per kW of demand used per month

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

Availability limited to a maximum of 50 customers that qualify for service under Large Municipal Service, secondary and primary voltage combined. Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

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

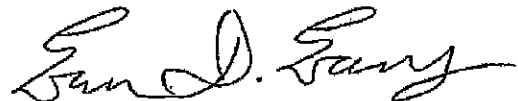
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

LARGE MUNICIPAL SERVICE

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

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

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

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

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

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

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas.

Effective Date July 20, 2016

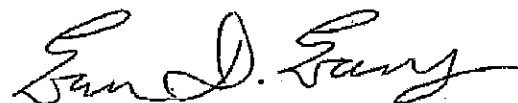
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

AVAILABILITY: Available as an optional, interruptible service for Customers who receive electric service under Company's Large General Service Transmission rate schedules at voltages of 69 kV and above, when the total Contract Interruptible Load (CIL) for all existing Customers taking service under this tariff is less than 85 MW, and the addition of the new Customer's CIL does not cause the total CIL of all existing Customers to exceed 85 MW. Not available to Customers who receive electric service under Company's standby service rate schedules.

APPLICABILITY:

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

- (1) Customer's CIL to be used in calculating the Monthly Credit is 500 kilowatts (kW) or greater; and
- (2) Customer achieved an Interruptible Demand of at least 500 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 500 kW during each of the four summer peak season months of June, July, August, and September in the coming season; and
- (3) Customer and Company have executed an Interruptible Credit Option Agreement (Agreement) that specifies the Contract Firm Demand, Number of Interruptible Hours, the Service Options elected by Customer, as described under CUSTOMER SPECIFIED TERMS AND CONDITIONS in this tariff, and Customer specific data necessary for Company to calculate Customer's Monthly Credit Rate (MCR).

TARIFF TERMINATION AND CHANGE:

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

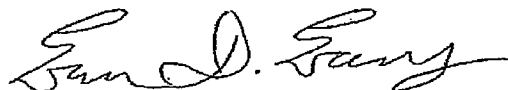
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

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

Service Periods under this tariff normally will begin on January 1 and continue for one calendar year. Customer may enter into an Agreement at any time during the calendar year; however, if Customer enters into the Agreement after March 1 of any year, the first Service Period under this tariff will begin at the start of the following calendar year. If Customer enters into the Agreement prior to March 1 of any year, the first Service Period will begin on the first day of the following month and will consist of the remainder of that calendar year. Customer's Number of Interruptible Hours (Ha) for the first Service Period will be reduced to a level that is reasonably representative of the Number of Interruptible Hours remaining for that calendar year, determined at the discretion of the Company.

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

Any Customer who otherwise terminates the Agreement prior to the end of its term shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term. In addition, Customer shall reimburse the Company for the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT:

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

Effective Date: June 1, 2014

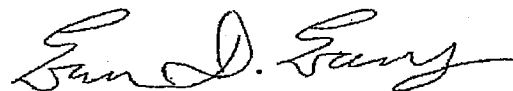
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

CUSTOMER SPECIFIED TERMS, CONDITIONS, AND SERVICE OPTIONS :

Contract Firm Demand - the Contract Firm Demand shall be specified by Customer in the Agreement. The Contract Firm Demand of an existing Customer taking service under this tariff may not be changed unless approved by Company.

Number of Interruptible Hours (Ha) – the Number of Interruptible Hours (Ha) shall be specified by Customer in the Agreement. The options are: 40 hours, 80 hours, or 160 hours annually.

Four (4) Hour Minimum / Waiver of Four (4) Hour Minimum - an interruption shall be a minimum of four (4) hours in duration. In the Agreement, however, Customer may elect to waive the 4 hour minimum, in which case, the interruption may be less than 4 hours in duration. The duration of any interruption shall not be less than one hour.

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

ECONOMIC INTERRUPTION:

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

BUY-THROUGH - ECONOMIC INTERRUPTION:

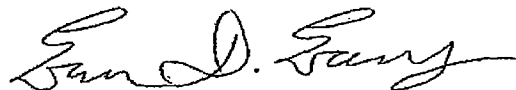
Once Company has called an Economic Interruption, Company will provide Customer, via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of Company's best estimate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

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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

BUY-THROUGH - ECONOMIC INTERRUPTION: (cont.)

Company's best estimate of the buy-through price for each hour of the Economic Interruption period.

The buy-through price shall be calculated by taking the weighted average cost, as determined by the Company's Cost Calculator or its successor, plus three mills per kWh, for the block of electricity used to serve Customer(s) who elected to buy-through. For purposes of this calculation, Company shall assume that the block of electricity used is the highest cost block of electricity consumed in each buy-through hour.

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

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

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

Effective Date: June 1, 2014

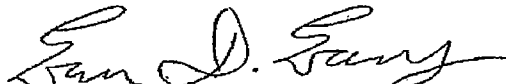
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

CAPACITY INTERRUPTION:

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

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

CONTINGENCY INTERRUPTION: Company shall have the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards. The current standard is the DCS, which sets the time limit following a disturbance within which a Balancing Authority (BA) must return its Area Control Error (ACE) to within a specified range. In other words, a Contingency Interruption will be activated to help restore resources and load balance after an unexpected resource outage.

Effective Date: June 1, 2014

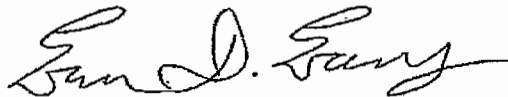
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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

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

FAILURE TO INTERRUPT

Economic Interruption - In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt, but did not. The failure-to-interrupt charge shall be equal to the highest incremental price for power during the Economic Interruption plus three mills per kWh, as determined by the Company after the fact, including market costs, unit start-up costs, spinning reserve costs and reserve penalty costs, if any. The charge will only apply to the portion of the load Customer fails to interrupt.

Capacity or Contingency Interruption - In the event Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit rate times the maximum 30 minute demand recorded during the event for all demand that Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled by the Company, Customer shall not be eligible for service under this tariff for a minimum of one year, and Customer will not be liable for the payment of 110% times the Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term, as previously specified under term of agreement, service periods, and termination of agreement by customer. For determining compliance during a Capacity or Contingency Interruption, the first and last fifteen-minute interval of each event shall not be considered. If Customer's violation is less than 60 minutes in duration, not including the first and last control period intervals, then Customer's penalty shall be: (1) be reduced by 75% if the violation is 15 minutes or shorter; (2) reduced by 50% if the violation is 16 to 30 minutes in duration; and (3) reduced by 25% if the violation is 31 to 59 minutes in duration. This provision does not apply to Economic Interruptions.

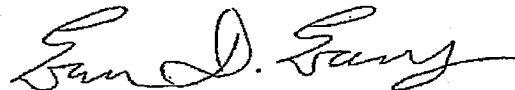
If Customer is a No Notice Option Customer and Company controls Customer's load through the operation of a Company installed, operated, and owned disconnect switch, in the event that Customer violates a Capacity or Contingency Interruption, Customer shall not be penalized unless evidence of tampering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

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

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

BILLING AND MONTHLY CREDIT:

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

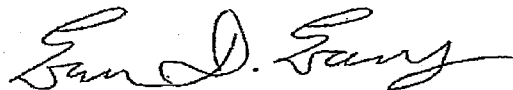
The Customer's Monthly Credit shall be calculated by multiplying the applicable Monthly Credit Rate (MCR), as shown on the following table, by the lesser of the Customer's CIL, or the actual Interruptible Demand, during the billing month. The applicable MCR is determined by how the Customer is connected to the grid, the Number of Interruptible Hours (Ha) selected by the Customer in the Agreement, and the season of the year.

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ELECTRIC TARIFF
INTERRUPTIBLE CREDIT OPTION
Monthly Credit Rate (MCR)

Ha	GRID CONNECTION	ONE HOUR NOTICE OPTION		NO NOTICE OPTION	
		WINTER PER kW MONTH CREDIT	SUMMER PER kW MONTH CREDIT	WINTER PER kW MONTH CREDIT	SUMMER PER kW MONTH CREDIT
40	SUB-TRANSMISSION	\$1.58	\$2.25	\$1.84	\$2.62
	BACKBONE-TRANSMISSION	\$1.57	\$2.23	\$1.83	\$2.59
80	SUB-TRANSMISSION	\$2.63	\$3.74	\$3.06	\$4.34
	BACKBONE-TRANSMISSION	\$2.61	\$3.70	\$3.03	\$4.30
160	SUB-TRANSMISSION	\$4.03	\$5.73	\$4.68	\$6.65
	BACKBONE-TRANSMISSION	\$3.99	\$5.67	\$4.64	\$6.58

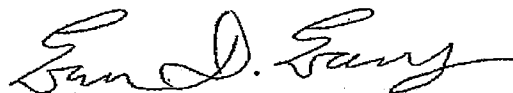
Contract Interruptible Load (CIL) - Customer's CIL is the median of Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year,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

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

Contract Interruptible Load (CIL) (cont.) –

be in the upcoming year. For existing Customers, Company shall calculate Customer's CIL to be used in the upcoming year by December 31st of the current year. If the Company determines that Customer's CIL to be used in the upcoming year is less than 500 kW, then the Agreement shall terminate at the end of the current year. If the Company determines that the combined CIL of all existing Customers to be used in the upcoming year exceeds 85MW, then those existing Customers whose CIL is greater than the prior year's CIL may be required to reduce their CIL (by increasing their Contract Firm Demand) proportionally, so that total CIL does not exceed 85MW.

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

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

PHONE LINE REQUIREMENTS:

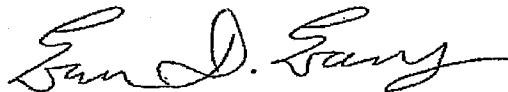
Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include, but are not limited to, a dedicated analog phone line to the meter location. The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

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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

PHONE LINE REQUIREMENTS (Cont.):

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

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS:

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

A No Notice Option Customer shall either:

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

or

- (ii) utilize a Company owned and operated switch to remove Customer's entire load during a Capacity or Contingency Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore

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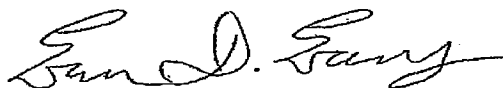
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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS (cont.): signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release. This option is not available if Customer receives secondary service from the Company.

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

TAMPERING:


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

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

LIMITATION OF LIABILITY:

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

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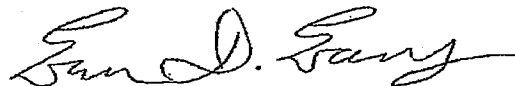
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

PRIMARY OF STANDBY SERVICE

APPLICABILITY: Under contract for electric service provided at a primary voltage of 2.4 kV or higher but less than 69 kV and supplied at one Point of Delivery, for which Company's service is used as standby, backup or maintenance service. Applies to Customers who operate any electric generating equipment in parallel with Company's electric system which normally serves all or a portion of the Customer's electrical load requirements; who requires Standby Capacity from the Company; and who desire use of the Company's electrical service for temporary backup or maintenance power and energy. Not applicable to power generated for resale.

AVAILABILITY: Service hereunder is available only to Customers who have executed an Electric Service Agreement with the Company that specifies Customer's Contract Standby Capacity and Total Load requirements. All power service supplied by Company to Customer in excess of the contract Standby Capacity shall be provided by Company under the Primary General Service ("PG") tariff. Standby service provided for Customer generation hereunder is not available under the Company's Interruptible Credit Option ("ICO") tariff. Customers receiving service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$58.50 per month
Transmission & Distribution Standby Capacity Fee – Summer:	\$7.05 / kW Month
Transmission & Distribution Standby Capacity Fee – Winter:	\$6.32 / kW Month
Generation Standby Capacity Fee – Summer:	\$1.45 / kW Month
Generation Standby Capacity Fee – Winter:	\$1.19 / kW Month
Energy Charge: for all kWh used during the month	\$0.005960 per kWh

EXCESS USAGE

If Customer Usage Hours exceed 99 Usage Hours, the above charges shall not apply and the charges will be as follows:

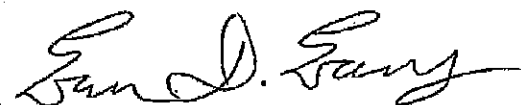
Service Availability Charge:	\$58.50 per month
Usage Demand Charge - Summer:	\$12.76 / kW Month
Usage Demand Charge - Winter:	\$10.98 / kW Month

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

PRIMARY QF STANDBY SERVICE

Energy Charge: for all kWh used during the month \$0.005960 per kWh

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

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

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

DEFINITIONS:

CONTRACT STANDBY CAPACITY: The level of Contract Standby Capacity in kilowatts the Company reserves in its transmission and distribution systems and its generation for the Customer as set forth in the Electric Standby Service Agreement. Contract Standby Capacity is limited to and is the lesser of:

- the Customer's Total Load,
- the Customer's generation capacity, or
- an amount agreed to by the Company and the Customer.

CUSTOMER'S TOTAL LOAD: Represents the maximum historical level of electrical demand at the Customer's service location on or after January 1st, 2012, and shall be determined by meter measurement of the total capacity requirements of Customer, regardless of whether such capacity is supplied by Company, Customer's own generation equipment, or a combination of both. Customer's Total Load shall carry forward from year-to-year until Customer's maximum demand

CUSTOMER'S TOTAL LOAD (cont.):

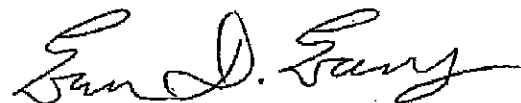
exceeds previous Total Load. In the month following the month in which larger total was metered, the larger value would then become the Customer's Total Load.

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ELECTRIC TARIFF

PRIMARY OF STANDBY SERVICE

STANDBY SERVICE: Standby Service shall be the service provided by Company under this Primary Standby Service tariff.

USAGE HOURS: Each hour in a calendar month during which a 30-minute interval of Customer generation is less than the lower of Customer Usage or 60% of Contract Standby Capacity, excluding energy used during Qualified Scheduled Maintenance Periods, is considered a Usage Hour. If the number of Usage Hours in a month is 100 or more hours, Customer shall pay according to the provisions of Excess Usage for Standby Service.

CONTRACT PERIOD: All contracts under this schedule shall be for a minimum period of one year and one-year periods thereafter until terminated, where service is no longer required, on 30 days notice. Greater minimum periods may be required by contract in situations involving large or unusual loads.

METER INSTALLATION: Company shall install, own, operate, and maintain the metering to measure the electric power and energy supplied to Customer to allow for proper billing of the separate PG Service and Standby Service demands and grace period identified above. In particular, Company will install a meter that measures the flow of power and energy from Customer's own generating facility (generation metering).

As a result of the electrical or physical configuration of Customer's generation facility, Company may determine that it is more practical or economical to use generation metering installed and owned by Customer, rather than Company-owned metering equipment. If Company, at its sole discretion, makes such a determination, then Customer-owned generation metering may be used for the billing purposes, so long as such metering equipment meets Company's standards for quality and accuracy.

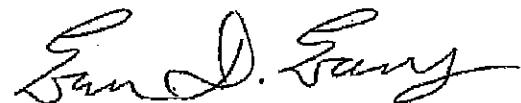
If through the course of Company's evaluation of the metering requirements for the generation meter(s), Company determines, at its sole discretion, that it is impracticable, uneconomical or unnecessary to install metering on Customer's generator(s), Company shall determine the billing for the provision of the Standby Service tariff on an un-metered and calculated basis. This determination can only be made if the only electrical load located at Customer's site is station power equipment as defined by the Federal Energy Regulatory Commission.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

PRIMARY QF STANDBY SERVICE

METER INSTALLATION (cont.):

Regardless of Company's ultimate determination of the requirement (or lack thereof) for installation of the generation metering, a meter will always be required at the point of interconnection between Company and Customer and such meter will measure both delivered and received capacity and energy.

ADDITIONAL TERMS AND CONDITIONS OF SERVICE WITH STANDBY SCHEDULED

MAINTENANCE: Qualifying Scheduled Maintenance Periods must occur within the winter months as defined above. Customer must provide Company with 30 days written notice of scheduled maintenance prior to the beginning of the maintenance period. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12-month period.

Any non-compliance with all terms and conditions for qualifying scheduled maintenance periods shall result in the energy used during unapproved maintenance outages being applied against the Usage Hours energy limit.

DEFINITION OF SUPPLEMENTAL DEMAND: If Customer's Total Load is in excess of the Contract Standby Demand, the Supplemental Demand (kW) is equal to Customer's Total Load minus the Contract Standby Capacity. Supplemental Demand and energy will be billed on the applicable PG tariff.

FUEL COST RECOVERY: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery per kWh as provided in PUCT Sheet No. IV-69.

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

CHARACTER OF SERVICE: A-C 60 hertz, single or three phase at Company's available primary voltage.

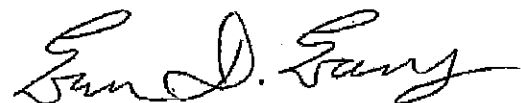
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SECONDARY QF STANDBY SERVICE

APPLICABILITY: Under contract for electric service provided at secondary voltage supplied at one Point of Delivery, for which Company's service is used as standby backup or maintenance service. Applies to Customers who operate any electric generating equipment in parallel with Company's electric system which normally serves all or a portion of Customer's electrical load requirements; who requires Standby Capacity from Company; and who desire use of Company's electrical service for temporary backup or maintenance power and energy. Not applicable to power generated for resale.

AVAILABILITY:

Service hereunder is available only to Customers who have executed an Electric Service Agreement with Company that specifies Customer's Contract Standby Capacity and Total Load requirements. All power service supplied by Company to the Customer in excess of the contract Standby Capacity shall be provided by Company under the Secondary General Service ("SG") tariff. Service hereunder is not available under Company's Interruptible Credit Option ("ICO") tariff. Customers receiving service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

RATE: Service Availability Charge:	\$25.60 per month
Transmission & Distribution Standby Capacity Fee – Summer:	\$8.24 / kW Month
Transmission & Distribution Standby Capacity Fee – Winter:	\$7.41 / kW Month
Generation Standby Capacity Fee – Summer:	\$1.72 / kW Month
Generation Standby Capacity Fee – Winter:	\$1.41 / kW Month
Energy Charge:	\$0.007783 per kWh

EXCESS USAGE

If Customer Usage Hours exceed 99 Usage Hours, the above charges shall not apply and the charges will be as follows:

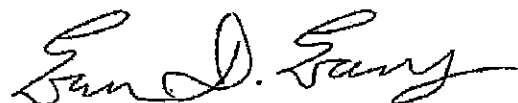
Service Availability Charge:	\$25.60 per month
Usage Demand Charge - Summer:	\$15.12 / kW Month

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

SECONDARY QF STANDBY SERVICE

Usage Demand Charge - Winter:	\$13.06 / kW Month
Energy Charge: for all kWh used during the month	\$0.007783 per kWh

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

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

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

DEFINITIONS:

CONTRACT STANDBY CAPACITY:

The level of Contract Standby Capacity in kilowatts the Company reserves in its transmission and distribution systems and its generation for the Customer as set forth in the Electric Standby Service Agreement. The Contract Standby Capacity is limited to and is the lesser of:

- the Customer's Total Load,
- the Customer's generation capacity, or
- an amount agreed to by the Company and the Customer.

CUSTOMER'S TOTAL LOAD:

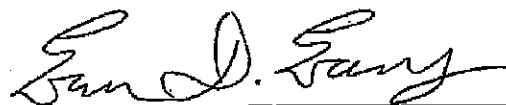
Represents the maximum historical level of electrical demand at the Customer's service location on or after January 1st, 2012, and shall be determined by meter measurement as the total capacity requirements of Customer, regardless of whether such capacity is supplied by Company, Customer's own generation equipment, or a combination of both. Customer's Total Load shall carry forward from year-to-year until Customer's maximum demand exceeds previous Total Load. In the month following the month in which larger total was metered, the larger value would then become the Customer's Total Load.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

SECONDARY QF STANDBY SERVICE

STANDBY SERVICE:

Standby Service shall be the service provided by Company under this Secondary Standby Service tariff.

USAGE HOURS:

Each hour in a calendar month during which a 30-minute interval of Customer generation is less than the lower of Customer usage or 60% of Contract Standby Capacity, excluding energy used during Qualified Scheduled Maintenance Periods, is considered a Usage Hour. If the number of Usage Hours in a month is 100 or more hours, Customer shall pay according to the provisions of Excess Usage for Standby Service.

CONTRACT PERIOD: All contracts under this schedule shall be for a minimum period of one year and one-year periods thereafter until terminated, where service is no longer required, on 30 days notice. Greater minimum periods may be required by contract in situations involving large or unusual loads.

METER INSTALLATION: Company shall install, own, operate, and maintain the metering to measure the electric power and energy supplied to Customer to allow for proper billing of the separate SG Service and Standby Service demands and grace period identified above. In particular, Company will install a meter that measures the flow of power and energy from Customer's own generating facility (generation metering).

As a result of the electrical or physical configuration of Customer's generation facility, Company may determine that it is more practical or economical to use generation metering installed and owned by Customer, rather than Company-owned metering equipment. If Company, at its sole discretion, makes such a determination, then Customer-owned generation metering may be used for the billing purposes, so long as such metering equipment meets Company's standards for quality and accuracy.

If through the course of Company's evaluation of the metering requirements for the generation meter(s), Company determines, at its sole discretion, that it is impracticable, uneconomical or unnecessary to install metering on Customer's generator(s), Company shall determine the billing for the provision of the Standby Service tariff on an un-metered and calculated basis. This determination can only be made if the only electrical load located at Customer's site is station power equipment as defined by the Federal Energy Regulatory Commission.

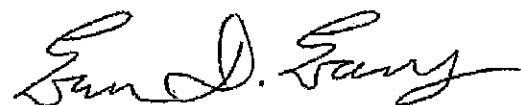
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

SECONDARY QF STANDBY SERVICE

METER INSTALLATION (cont.):

Regardless of Company's ultimate determination of the requirement (or lack thereof) for installation of the generation metering, a meter will always be required at the point of interconnection between Company and Customer and such meter will measure both delivered and received capacity and energy.

ADDITIONAL TERMS AND CONDITIONS OF SERVICE WITH STANDBY SCHEDULED MAINTENANCE:

Qualifying Scheduled Maintenance Periods must occur within the winter months as defined above. Customer must provide Company with 30 days written notice of scheduled maintenance prior to the beginning of the maintenance period. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12-month period.

Any non-compliance with all terms and conditions for qualifying scheduled maintenance periods shall result in the energy used during unapproved maintenance outages being applied against the Usage Hours energy limit.

DEFINITION OF SUPPLEMENTAL DEMAND:

If Customer's Total Load is in excess of the Contract Standby Demand, the Supplemental Demand (kW) is equal to Customer's Total Load minus the Contract Standby Capacity. Supplemental Demand and energy will be billed on the applicable SG tariff.

FUEL COST RECOVERY:

The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery per kWh as provided in PUCT Sheet No. IV-69.

TERMS OF PAYMENT:

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

CHARACTER OF SERVICE:

Alternating current; 60 hertz; single or three phase, at one available standard secondary voltage.

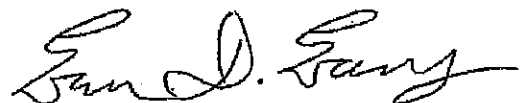
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**REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

TRANSMISSION OF STANDBY SERVICE

APPLICABILITY: Under contract for electric service provided at a transmission voltage supplied at one Point of Delivery, for which Company's service is used as standby, backup or maintenance service. Applies to Customers who operate any electric generating equipment in parallel with Company's electric system which normally serves all or a portion of Customer's electrical load requirements; who requires Standby Capacity from Company; and who desire use of Company's electrical service for temporary backup or maintenance power and energy. Not applicable to power generated for resale.

AVAILABILITY: Service hereunder is available only to Customers who have executed an Electric Service Agreement with Company that specifies Customer's Contract Standby Capacity and Total Load requirements. All power service supplied by Company to Customer in excess of the Contract Standby Capacity shall be provided by Company under the Large General Service Transmission ("LGS-T") tariff. Service under Company's Interruptible Credit Option (ICO) tariff is not available to Customers taking service under this Transmission Standby Service tariff. Customers receiving service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

SUB TRANSMISSION STANDBY SERVICE – 69 KV:

RATE: Service Availability Charge Per Month:	\$710.00
Transmission Standby Capacity Fee – Summer:	\$4.54 / kW Month
Transmission Standby Capacity Fee – Winter:	\$3.19 / kW Month
Generation Standby Capacity Fee – Summer:	\$1.78 / kW Month
Generation Standby Capacity Fee – Winter:	\$1.25 / kW Month
Energy Charge: for all kWh used during the month:	\$0.004505 per kWh

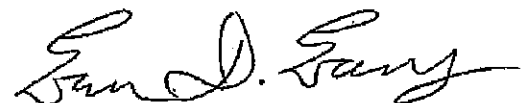
TRANSMISSION STANDBY SERVICE – 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month:	\$710.00
Transmission Standby Capacity Fee– Summer:	\$4.36 / kW Month
Transmission Standby Capacity Fee– Winter:	\$3.06 / kW Month
Generation Standby Capacity Fee – Summer:	\$1.72 / kW Month
Generation Standby Capacity Fee – Winter:	\$1.19 / kW Month

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

TRANSMISSION OF STANDBY SERVICE

Energy Charge: for all kWh used during the month: \$0.004273 per kWh

EXCESS USAGE – 69 kV

If Customer Usage Hours exceed 99 Usage Hours, the above charges shall not apply and the charges will be as follows:

Service Availability Charge Per Month:	\$710.00
Demand Charge - Summer:	\$11.68 / kW Month
Demand Charge - Winter:	\$ 8.13 / kW Month
Energy Charge: for all kWh used during the month	\$0.004505 per kWh

EXCESS USAGE – 115 kV AND ABOVE

If Customer Usage Hours exceed 99 Usage Hours, the above charges shall not apply and the charges will be as follows:

Service Availability Charge Per Month:	\$710.00
Demand Charge - Summer:	\$11.16 / kW Month
Demand Charge - Winter:	\$ 7.81 / kW Month
Energy Charge: for all kWh used during the month	\$0.004273 per kWh

SUMMER MONTHS: The billing months of June – September.

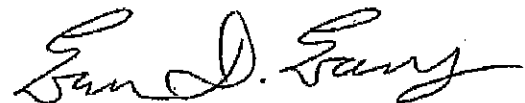
WINTER MONTHS: The billing months of October – May.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

TRANSMISSION QF STANDBY SERVICE

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

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

DEFINITIONS:

CONTRACT STANDBY CAPACITY:

The level of Contract Standby Capacity in kilowatts the Company reserves in its transmission and distribution systems and its generation for the Customer as set forth in the Electric Standby Service Agreement. Contract Standby Capacity is limited to and is the lesser of:

- the Customer's Total Load,
- the Customer's generation capacity, or
- an amount agreed to by the Company and the Customer.

Customer's Total Load represents the maximum historical level of electrical demand at the Customer's service location on or after January 1st, 2012, and shall be determined by meter measurement of the total capacity requirements of Customer, regardless of whether such capacity is supplied by Company, Customer's own generation equipment, or a combination of both. Customer's Total Load shall carry forward from year-to-year until Customer's maximum demand exceeds previous Total Load. In the month following the month in which larger total was metered, the larger value would then become the Customer's Total Load.

STANDBY SERVICE:

Standby Service shall be the service provided by Company under this Transmission Standby Service tariff.

USAGE HOURS:

Each hour in a calendar month during which a 30-minute interval of Customer generation is less than the lower of Customer usage or 60% of Contract Standby Capacity, excluding energy used during Qualified Scheduled Maintenance Periods, is considered a Usage Hour. If the number of

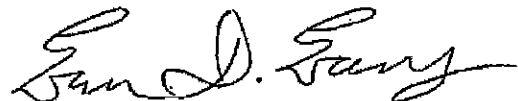
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

TRANSMISSION OF STANDBY SERVICE

USAGE HOURS (cont.):

Usage Hours in a month is 100 or more hours, Customer billing will be based upon the provisions of Excess Usage for Standby Service.

CONTRACT PERIOD:

All contracts under this schedule shall be for a minimum period of one year and one-year periods thereafter until terminated, where service is no longer required, on 30 days notice. Greater minimum periods may be required by contract in situations involving large or unusual loads.

METER INSTALLATION:

Company shall install, own, operate, and maintain the metering to measure the electric power and energy supplied to Customer to allow for proper billing of the separate LGS-T Service and Standby Service demands and energy identified above. In particular, Company will install a meter that measures the flow of power and energy from Customer's own generating facility (generation metering).

As a result of the electrical or physical configuration of Customer's generation facility, Company may determine that it is more practical or economical to use generation metering installed and owned by Customer, rather than Company-owned metering equipment. If Company, at its sole discretion, makes such a determination, then Customer-owned generation metering may be used for the billing purposes, so long as such metering equipment meets Company's standards for quality and accuracy. If through the course of Company's evaluation of the metering requirements for the generation meter(s), Company determines, at Customer's generator(s), Company shall determine the billing for the provision of the Standby Service tariff on an un-metered and calculated basis. This determination can only be made if the only electrical load located at Customer's site is station power equipment as defined by the Federal Energy Regulatory Commission.

Regardless of Company's ultimate determination of the requirement (or lack thereof) for installation of the generation metering, a meter will always be required at the point of interconnection between Company and Customer and such meter will measure both delivered and received capacity and energy.

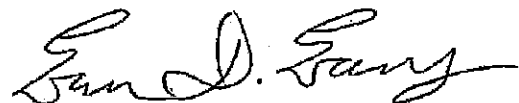
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ELECTRIC TARIFF

TRANSMISSION QF STANDBY SERVICE

ADDITIONAL TERMS AND CONDITIONS OF SERVICE WITH STANDBY SCHEDULED MAINTENANCE:

Qualifying Scheduled Maintenance Periods must occur within the winter months as defined above. Customer must provide Company with 30 days written notice of scheduled maintenance prior to the beginning of the maintenance period. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12-month period.

Any non-compliance with all terms and conditions for qualifying scheduled maintenance periods shall result in the energy used during unapproved maintenance outages being applied against the Usage Hours energy limit.

DEFINITION OF SUPPLEMENTAL DEMAND:

If Customer's Total Load is in excess of the Contract Standby Demand, the Supplemental Demand (kW) is equal to the Customer's Total Load minus the Contract Standby Capacity. Supplemental Demand and energy will be billed on the applicable LGS-T tariff.

FUEL COST RECOVERY:

The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet No. IV-69. This rate schedule is subject to other applicable rate adjustments.

TERMS OF PAYMENT:

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

CHARACTER OF SERVICE:

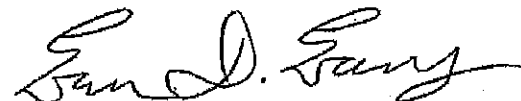
Alternating current; 60 hertz; at approximately the contract voltage of 69 kV or larger.

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA Section 39.904(m-1) and Commission's regulations promulgated there under, shall receive a credit of \$0.000191 per kWh to their billings under this tariff. Customers who receive REC credits under this tariff do not share in any REC costs, and shall not be eligible to receive any revenue credits from sales of RECs by the Company.

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TRANSMISSION QF STANDBY SERVICE

REC CREDIT (cont.):

115 kV Customers who provide written notice to the Commission pursuant to PURA Section 39.904(m-1) and Commission's regulations promulgated there under, shall receive a credit of \$0.000190 per kWh to their billings under this tariff. Customers who receive REC credits under this tariff do not share in any REC costs, and shall not be eligible to receive any revenue credits from sales of RECs by the Company.

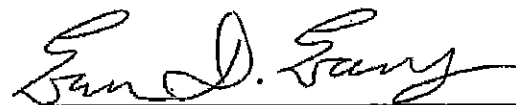
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE SCHOOL SERVICE

APPLICABILITY: To all K-12 schools both public and private supplied electric service at primary or secondary voltage measured through one meter and at one Point of Delivery, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, exceeding 10 kW of demand in any month.

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

Not applicable to standby, supplementary, or shared service, or to service for which a specific rate schedule is provided.

TERRITORY: Texas service territory.

SECONDARY VOLTAGE:

RATE: Service Availability Charge: \$31.30 per month

Energy Charge: \$0.009577 per kWh for all kWh used during the month

Demand Charge:

\$13.66 per kW of demand used per month during each summer month

\$11.21 per kW of demand used per month during each winter month

PRIMARY VOLTAGE:

RATE: Service Availability Charge: \$31.30 per month

Energy Charge: \$0.008990 per kWh for all kWh used during the month

Demand Charge:

\$11.97 per kW of demand used per month during each summer month

\$9.85 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

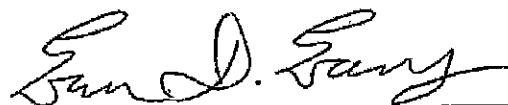
WINTER MONTHS: The billing months of October through May.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE SCHOOL SERVICE

ALTERNATE EXPERIMENTAL TIME OF USE RIDER – SECONDARY VOLTAGE

RATE: Service Availability Charge: \$32.30 per month.

Energy Charge:

\$0.009577 per kWh for all kWh used during all hours, PLUS

\$0.142949 per kWh for all kWh used during On-Peak Hours

Demand Charge: \$9.67 per kW of demand used per month

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

ALTERNATE EXPERIMENTAL TIME OF USE RIDER – PRIMARY VOLTAGE

RATE: Service Availability Charge: \$32.30 per month.

Energy Charge:

\$0.008990 per kWh for all kWh used during all hours, PLUS

\$0.140525 per kWh for all kWh used during On-Peak Hours

Demand Charge: \$7.59 per kW of demand used per month

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

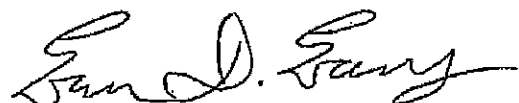
Availability limited to a maximum of 50 customers that qualify for service under Large School Service, secondary and primary voltage combined. Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

LARGE SCHOOL SERVICE

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

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

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

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

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

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

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

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas.

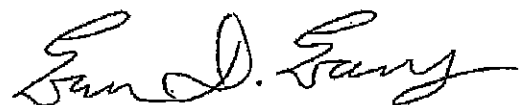
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

AVAILABILITY: This Schedule is available under contract to Customers whose total demand is normally served by Customer's generation of at least 1,000 kW during June, July, August, and September, and whose facilities are equipped with appropriate telemetering and control equipment to permit Customer to comply with, or Company to implement, curtailment requests. Service under this rate is available when taken in conjunction with service under the applicable large general service rate schedules and riders, or with firm standby service under the Transmission Qualifying Facility Standby Service rate schedule.

APPLICABILITY:

Under contract for electric service to a Qualifying Facility ("QF") provided at a transmission voltage for which Company's service is used as non-firm standby backup or non-firm maintenance service supplied at one Point of Delivery.

RATE:

SUB TRANSMISSION SERVICE OF 69 KV:

Service Availability Charge Per Month: The following charge will apply if non-firm standby service is provided on a stand-alone basis: \$710.00

Delivery Charges:

Transmission System Standby Capacity Fee-Summer: \$4.54 per 4CP kW

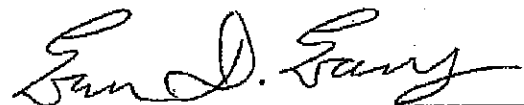
Transmission System Standby Capacity Fee-Winter: \$3.19 per 4CP kW

Generation System Standby Capacity Fee- Summer: \$1.43 per kW of Nominated Standby Capacity

Generation System Standby Capacity Fee- Winter: \$1.00 per kW of Nominated Standby Capacity

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

Service Availability Charge Per Month: The following charge will apply if non-firm standby service is provided on a stand-alone basis: \$710.00

Delivery Charges:

Transmission System Standby Capacity Fee-Summer: \$4.36 per 4CP kW

Transmission System Standby Capacity Fee-Winter: \$3.06 per 4CP kW

Generation System Standby Capacity Fee- Summer: \$1.38 per kW of Nominated Standby Capacity

Generation System Standby Capacity Fee- Winter: \$0.95 per kW of Nominated Standby Capacity

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

Usage Rates:

Demand Charge:

There will be no additional demand charge for use of Standby Service except for Non-Compliant use as defined herein. In this case, Standby Service Demand Charges shall be as defined in the Non-Compliance Payment paragraph of this tariff.

Energy Charge:

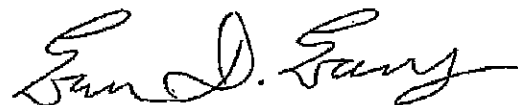
All Standby Replacement Energy provided by Company during non-interrupt periods shall be billed at the Hourly Clearing Price of the applicable regional wholesale energy market. Additionally, an Energy Margin of five percent (5%) of

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REGIONAL VICE PRESIDENT RATES AND
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**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

Energy Charge (cont.):

the Hourly Clearing Price, shall be added to the charge for all Standby Replacement Energy provided by Company. Total charge shall not be less than \$0.004505 per kWh at 69 kV or \$0.004273 per kWh at 115 kV and above.

BACKUP SERVICE:

Backup Service is capacity and energy supplied by Company to replace Customer's generation during an unscheduled outage. The maximum required level of Backup Demand (the "Standby Capacity") shall be nominated annually in writing at least 30 days before the beginning of the calendar year.

MAINTENANCE SERVICE:

Maintenance Service is capacity and energy supplied by Company to replace Customer's self-generation during scheduled outages of Customer's generation. Scheduled outages shall be set at a time mutually agreeable by Customer and Company, excluding June, July, and August. The scheduled outage(s) shall be scheduled in two billing months per calendar year. Scheduled outages shall be agreed to in writing at least 30 days prior to the beginning of the month in which the scheduled outage is planned to take place.

SUPPLEMENTAL GENERATION SERVICE:

Supplemental Generation Service is capacity and energy supplied by Company and used by Customer in place of Customer's self-generation whenever Customer's self-generation is not operating at the full level of the nominated Standby Capacity. This Supplemental Generation Service usage shall be billed Standby Replacement Demand and Standby Replacement Energy as described below.

SUPPLEMENTAL LOAD SERVICE:

Supplemental Load Service is capacity and energy supplied by Company to Customer for load requirements above the nominated Standby Capacity for Customer's self-generation, in order to meet Customer's total load requirement. This Supplemental Load Service usage shall be billed in accordance with the standard applicable rate-schedule.

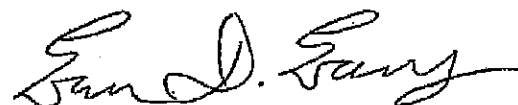
DEFINITION OF CUSTOMER METER DEMAND:

Customer Meter Demand shall be the demand in kW determined from Company's demand meter at the Customer Meter for the 30 minute period of greatest use during the month.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

DEFINITION OF 4CP DEMAND:

The 4CP Demand applicable under the Delivery Charges shall be the average of the Standby Replacement Demand at the time of Company's system peak demand in June, July, August and September of the previous calendar year. Retail Non-Firm Standby Customers without previous history on which to base their 4CP Demand will be billed based on an estimate of the 4CP Demand.

DEFINITION OF MINIMUM GENERATION PRODUCTION:

The Minimum Generation Production shall be the generation output in kW determined at the QF Generation Meter for the 30-minute period of least total generation output during the month.

DEFINITION OF STANDBY REPLACEMENT DEMAND:

The Standby Replacement Demand shall be equal to the minimum of (a) Customer Meter Demand, (b) the Standby Capacity (Backup Demand), or (c) the nominated Standby Capacity minus the Minimum Generation Production.

DEFINITION OF STANDBY REPLACEMENT ENERGY:

The Standby Replacement Energy shall be equal to the energy metered at the Customer Meter less the energy supplied to Customer's Supplemental Load Service, but not more than the outage hours in a month times (multiplied by) the nominated Standby Capacity.

DEFINITION OF SUPPLEMENTAL LOAD DEMAND:

The Supplemental Load Demand shall be equal to Customer Meter Demand minus the Standby Replacement Demand, but no less than the minimum demand set forth in the applicable tariff.

MINIMUM CHARGE:

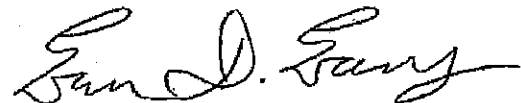
The minimum charges in a month shall be the sum of the Service Availability Billing Charge, Service Availability Charge per Meter if applicable, and the Delivery Charges.

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

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REGIONAL VICE PRESIDENT RATES AND
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**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

POWER FACTOR ADJUSTMENT (cont.):

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

TERMS OF PAYMENT:

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

CHARACTER OF SERVICE:

Alternating current; 60 hertz; at approximately the contract voltage.

GENERAL CONDITIONS:

Customer understands that failure to interrupt this Non-Firm Standby Service when requested threatens the reliability of service to other customers. Company will attempt to provide as much prior notice as possible prior to interruptions. Interruptions may be made at any time, in the judgment of Company, when demand for electricity exceeds or is likely to exceed Company's available electric supply for any reason including, but not limited to, breakdown of generating units, transmission equipment or other critical facilities; short or long-term shortages of fuel or generation, transmission, and other facilities; and requirement or orders of governmental agencies.

CONDITIONS OF SERVICE:

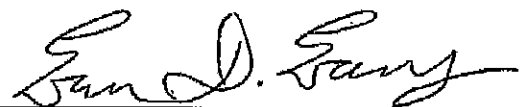
Customer is required to install, own, operate and maintain necessary monitoring devices and interruption-control equipment including protective devices, at Customer's point of delivery, as reasonably specified by Company. In addition, Company shall install interruption-control equipment on the Company's side of the point of delivery as it reasonably determines is necessary to interrupt the interruptible load. All interruption-control equipment shall be under the exclusive control of Company, and the installation and maintenance of such facilities shall be at the expense of Customer. Interruption-control equipment consists of, but is not limited to, under-frequency relays, switchgear, remote control and communications equipment including a communications path, timers, trip counters, and/or other devices as specified by Company. Remote control and communications equipment includes equipment necessary to provide instantaneous load information to Company's designated system operating centers. Operation of the equipment will remain under the control of Company and Company reserves the right to inspect and test all interruption-control equipment and review Customers' maintenance records. Customer will make

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**TRANSMISSION QUALIFYING FACILITY
NON-FIRM STANDBY SERVICE**

CONDITIONS OF SERVICE (cont.):

commercially reasonable efforts to notify the Company of the timing and anticipated duration of planned outages.

NON-COMPLIANCE PAYMENT:

When Company requests a reduction of any part or all of Customer's Standby load, Customer must comply with such request within the specified time period. If, at any time, Customer fails in whole or in part to maintain the requested load reduction, Customer shall pay the following charges:

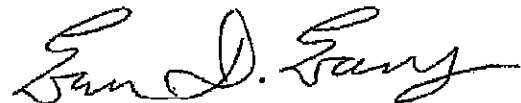
1. During interrupt periods called under Company's Interruptible Rate Rider, Customer shall pay Company's identifiable additional cost for capacity and 150% of the Hourly Clearing Price of the applicable regional wholesale energy market for energy for any Standby Replacement Demand and Energy used by Customer, plus any charges or penalties imposed by any governing entity that result from Customer's non-compliance. In the absence of identifiable additional capacity cost, Customer shall pay 150% of the firm demand charge in accordance with the Transmission Qualifying Facility Standby Service rate schedule for the amount of demand not interrupted during the billing month.
2. If Customer fails to comply twice in any twelve month period, Customer shall pay the same charges as just described, except that the demand charge shall be an amount equal to the normal firm demand charge in accordance with the Transmission Qualifying Facility Standby Service rate schedule for the amount of demand not interrupted during the billing month, multiplied by a factor of twelve. Additionally, a second non-compliance event during a Capacity Control interrupt period in any twelve month period shall result in the Customer being removed from the Non-Firm Standby Service tariff and Customer shall not be eligible to return to this tariff for one year.

Effective Date July 20, 2016

PUBLIC UTILITY COMMISSION OF TEXAS
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

**RESIDENTIAL CONTROLLED AIR CONDITIONING
RIDER**

AVAILABILITY:

Available to Residential Service customers with Company controlled central air conditioning (including heat pumps).

Not available to customers that have an air conditioning system that significantly exceeds summer cooling requirements, as determined by Company. Availability is restricted to air conditioning units on which Company owned equipment can be installed, and that are located within the operating range of Company's radio control transmitters.

This Rider shall be deemed to be modified to conform to any changes or revisions approved by the Public Utility Commission of Texas, including the rate schedule's termination, as of the date of the effectiveness of such change. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to, or termination of, this Rider at any time. Upon termination of this Rider, the Agreement shall terminate.

CREDIT:

An Annual Credit of \$50 per controlled air conditioner shall be applied to the customer's October bill.

TERMS AND CONDITIONS OF SERVICE:

1. The duration and frequency of interruptions will be determined by the Company. Customer air conditioners normally will be cycled on a schedule designed to achieve a 50 percent reduction in the building air conditioning requirements during a load management period. Load management periods may occur at any time during the year; however, they normally will occur on high demand days during summer months or when, in Company's opinion, interruption will assist in meeting Company's peak demand and system economic dispatch requirements, or the reliability of the Company's system may be at risk. Interruptions normally will not occur during the observation day of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The interruptions as described above may occur up to a maximum of 300 hours per calendar year.

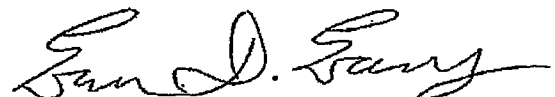
Effective Date: June 1, 2014

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REGIONAL VICE PRESIDENT, REGULATORY
ADMINISTRATION

ELECTRIC TARIFF

**RESIDENTIAL CONTROLLED AIR CONDITIONING
RIDER**

2. Customer must agree to Company load control for no less than one year.
3. If Company determines that its load management equipment on the customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may discontinue customer's participation in the program. Company may bill customer for all expenses involved with the removal, replacement or repair of the load management equipment and any charges resulting from investigation of the device tampering. Company may re-bill all prior load management credits received by customer to the date the tampering appears to have first occurred or the previous twelve months, whichever is longer. A customer removed from the program is only eligible to participate again at Company's discretion. Company will verify installation has been corrected before the customer is permitted to participate in the program.

LIMITATION OF LIABILITY:

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

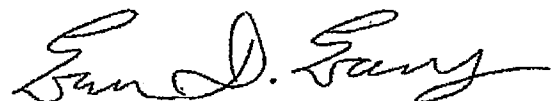
Effective Date: June 1, 2014

**PUBLIC UTILITY COMMISSION OF TEXAS
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**REGIONAL VICE PRESIDENT, REGULATORY
ADMINISTRATION**

ELECTRIC TARIFF

COMMERCIAL AND INDUSTRIAL CONTROLLED AIR CONDITIONING RIDER

AVAILABILITY:

Available to non-residential Customers taking service under the Small General Service or General Service tariffs. Availability is restricted to Customers with Company controlled central air conditioning. Not available to Customers that have an air conditioning system that significantly exceeds summer cooling requirements, as determined by Company. Availability is restricted to single and/or dual stage air conditioning units of five tons or more cooling capacity, on which Company owned equipment can be installed, and that is located within the operating range of Company's radio control transmitters.

This Rider shall be deemed to be modified to conform to any changes or revisions approved by the Public Utility Commission of Texas, including the Rider's termination, as of the date of the effectiveness of such change. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to, or termination of, this Rider at any time.

CREDIT: An Annual Credit of \$20 per ton shall be applied to Customer's October bill.

TERMS AND CONDITIONS OF SERVICE:

1. The duration and frequency of interruptions will be determined by Company. Customer's single and dual stage air conditioners normally will be cycled on a schedule designed to achieve a 50 percent reduction in the building air conditioning requirements during a load management period. Load management periods may occur at any time during the year; however, normally load management periods will occur on high demand days during summer months or when, in Company's opinion, interruption will assist in meeting Company's peak demand and system economic dispatch requirements, or the reliability of Company's system may be at risk. Air conditioning interruptions normally will not occur during the observation day of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The interruptions described above may occur up to a maximum of 300 hours per calendar year.

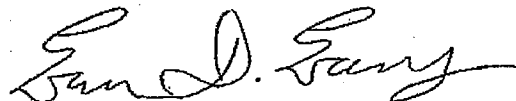
Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

COMMERCIAL AND INDUSTRIAL CONTROLLED AIR CONDITIONING RIDER

TERMS AND CONDITIONS OF SERVICE (Cont.):

2. Company will normally control every eligible air conditioning unit at Customer's building. Subject to Company approval, Customers may exclude individual eligible air conditioning units from Company control where those units serve either a sufficiently isolated area within a building or a separate building.
3. Customer must agree to Company load control for no less than one year.
4. If Company determines that its load management equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may discontinue Customer's participation in the program. Company may bill Customer for all expenses involved with the removal, replacement or repair of the load management equipment and any charges resulting from the investigation of the device tampering. Company may rebill all prior load management credits received by Customer to the date the tampering appears to have first occurred, or the previous twelve months, whichever is longer. A Customer that is removed from the program is only eligible to participate again at Company's discretion. Company will verify installation has been corrected before Customer is permitted to participate in the program.

LIMITATION OF LIABILITY:

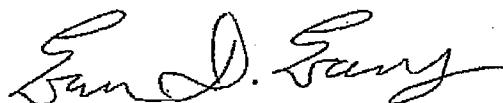
Customers who elect to take service under this Rider shall agree to indemnify and save harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service, or from the operation of the interruption signal and switching equipment.

Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

MUNICIPAL FRANCHISE FEE

APPLICABILITY: The Municipal Franchise Fee charges are applicable to all Customers served by Company, inside a municipal corporate boundary, and are in addition to any other charges made under Company's tariff for electric service.

TERRITORY: Texas service territory.

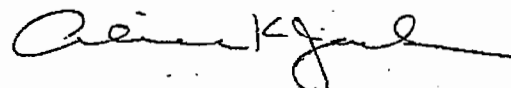
FRANCHISE FEE: All current and future Franchise Fees not included in base rates shall be separately assessed in the municipality where the Franchise Fee is authorized. Bills computed will be increased by the Franchise Fees imposed by the municipality in which jurisdiction Customer's consuming facility resides, where applicable. The Franchise Fee will appear on the bill as a separate item. The Franchise Fee is calculated by multiplying the authorized Franchise Fee percentage times Customer's total bill excluding taxes.

Effective May 1, 2013

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF
PEAK DAY PARTNER

APPLICABILITY:

Applicable to Customers with at least 500 kW of peak load during each of the four summer months, June through September, that can be made available for interruption under this tariff and that is not committed for interruption under another interruptible program or tariff.

PURPOSE:

The program provides Company with an additional interruptible resource to more efficiently manage system requirements during exceptional periods, and Customer the option of receiving pricing associated with energy supply markets during such periods.

ENABLING AGREEMENT:

In order to participate in the Voluntary Load Reduction Purchase Option program, Customer must complete the Enabling Agreement, attached hereto as Attachment A. This will qualify Customer to submit an offer in response to Company's Voluntary Load Reduction notification.

VOLUNTARY LOAD REDUCTION PERIOD:

Company shall, in its sole discretion, determine a time period (Voluntary Load Reduction Period) for which it is interested in receiving offers from Customers to voluntarily interrupt load pursuant to this tariff. Company shall endeavor to provide notice to all qualified Customers of the scheduling of a Voluntary Load Reduction Period. Company may specify the price at which it will accept bids or request a price offer from Customer.

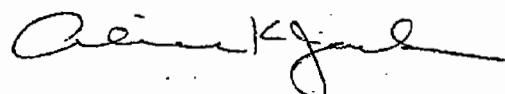
CUSTOMER OFFERS:

A qualified Customer may submit an offer or multiple offers to participate in a Voluntary Load Reduction Period using the secure internet site established by Company. Offers shall include: (1) a fixed selling price per kWh; and (2) an amount of Committed Load Reduction (CLR) as defined herein. Each offer must be for a minimum CLR of 500 kW and may only include firm load that is not currently committed and will not be committed under another interruptible tariff. Customer may not seek payment under more than one interruptible program for the same load.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

PEAK DAY PARTNER

Customer may submit multiple offers reflecting different options. Customer may also accept, reject, or counter any Company offer using the internet site. Although Company may assist Customer in understanding its load profile, Customer is responsible for its own estimate of CLR and Reference Load Profile (RLP) in presenting or accepting an offer, and Customer's participation based on such estimates shall be at Customer's own risk.

RESPONSES TO OFFERS:

Company may, but is not obligated to, accept or reject Customer's offer, or may make a counter-offer to Customer. Acceptance by Company of an offer from one Customer does not require Company to accept another Customer's offer. The amount of interruptible load acquired by Company for a Voluntary Load Reduction Period, and the price that it agrees to pay per kWh, shall be solely within Company's discretion. All offers, counteroffers, acceptances and rejections shall be made using the secure internet site established by Company.

COMMITTED LOAD REDUCTION (CLR):

The CLR is the load reduction Customer offers to provide for the entire Voluntary Load Reduction Period, relative to the Reference Load Profile (RLP) as defined herein. Customer is committed to provide the CLR specified in a Voluntary Load Reduction offer, if the offer is accepted by Company. The CLR must be rounded to the nearest 100 kW.

REFERENCE LOAD PROFILE (RLP):

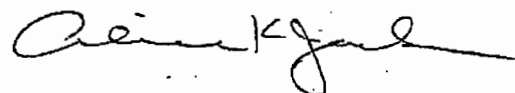
Company shall determine Customer's RLP for accepted offers only and shall determine a RLP for each Voluntary Load Reduction Period in which Customer participates. The RLP is developed by load interval from the Customer's five-day rolling average of uninterrupted, non-holiday weekday integrated loads for the period ending the day before a Voluntary Load Reduction period. The rolling average will exclude days not representative of load characteristics expected during the Voluntary Load Reduction Period, with such days solely determined by Company. Determination of the RLP may not occur until after the conclusion of the Voluntary Load Reduction Period.

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

PEAK DAY PARTNER

PURCHASE QUANTITY:

The Purchase Quantity is the difference between Customer's actual loads and Customer's RLP during the Voluntary Load Reduction Period, rounded to the nearest 100 kW. Energy will be determined from the sum of such differences using integrated load intervals for each hour of the Voluntary Load Reduction Period. The Purchase Quantity will be adjusted for each interval to exclude:

1. All Quantities if the actual load reduction is less than 50 percent of the CLR, and
2. Quantities corresponding to an actual load reduction greater than 120 percent of the CLR.

CUSTOMER COMPENSATION:

Company will determine Customer's compensation by applying the agreed upon selling price to the Purchase Quantity. Company will compensate Customer through a separate payment or bill credit, determined at Company's discretion.

COMMUNICATION REQUIREMENTS:

Customer must use Company-specified communication requirements and procedures when submitting any offer to Company. These requirements may include specific computer software and electronic communication procedures.

METERING REQUIREMENTS:

Company approved metering equipment capable of providing load interval information is required for Program participation. Customer must pay for the additional cost of such metering when not provided in conjunction with an existing retail electric service.

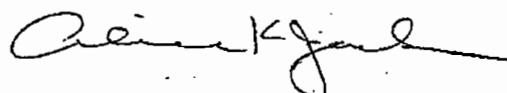
LIABILITY:

Company has no liability for indirect, special, incidental, or consequential loss or damages to Customer, including but not limited to Customer's operations, site, production output, or other claims by Customer as a result of participation in this Program.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF
PEAK DAY PARTNER

PROVISION OF ANCILLARY SERVICES:

Program participation does not represent any form of Customer self-provision of ancillary services that may be included in any retail electric service provided to Customer.

Effective May 1, 2013

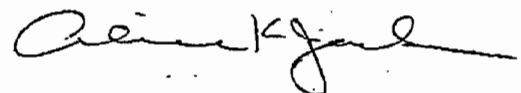
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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

AVAILABILITY: Available as an interruptible service option at the discretion of Company when Company determines that it has a need for additional resources and is interested in receiving offers from Customers for interruptible load pursuant to this tariff.

APPLICABILITY: Optional service under this rate schedule is applicable to a Customer that meets each of the following conditions:

- (1) Customer is a non-governmental Customer who receives electric service under the Company's Large General Service Transmission rate schedules. This tariff is not applicable to Customers who receive electric service under the Company's standby service rate schedules;
- (2) Customer's Contract Interruptible Load (CIL) to be used in calculating the maximum Monthly Credit is 300 kilowatts (kW) or greater;
- (3) Customer achieved an Interruptible Demand of at least 300 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 300 kW during each of the four summer peak season months of June, July, August, and September of the contract period; and
- (4) Customer and Company have executed a Summer Only Interruptible Credit Option (SOICO) Agreement (Agreement) that specifies the Contract Firm Demand and Monthly Credit Rate (MCR) as well as the Customer specific data necessary for the Company to calculate the Customer's Monthly Credit.

AGREEMENT TERM: The Agreement between the Company and the Customer must be finalized by May 1st of the year in which it is applicable. The Agreement shall be for a term of no more than one year. A new agreement must be executed between the Company and Customer for any succeeding year in which the Customer wishes to participate in the service.

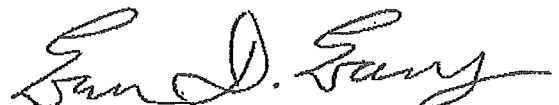
SERVICE PERIOD: Service under this rate schedule is only applicable to the months of June, July, August and September and is subject to the following rules with regard to the Notice Option elected:

One Hour Notice Option – service will begin on June 1st of the year of the Agreement.

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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

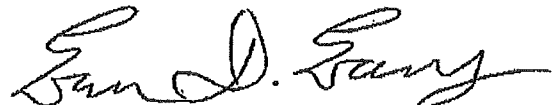
INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

No Notice Option

- (i) service will begin on June 1st of the year of the Agreement if all equipment required for No Notice Option service is installed and has been acceptance tested by June 1st.
- (ii) if all equipment required for No Notice Option service has not been installed and acceptance tested by June 1st, and Customer and Company have also reached agreement on a One Hour Notice Option, service will begin on June 1st under the One Hour Notice Option and will be switched to the No Notice Option in the month following the month in which acceptance testing of the required equipment is completed.
- (iii) if all equipment required for No Notice Option service has not been installed and acceptance tested by June 1st, and Customer and Company have not also reached agreement on a One Hour Notice Option, Customer will not participate in the SOICO program for that year, and the Agreement will be terminated.

PUBLIC UTILITY COMMISSION OF TEXAS
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JUN 11 '15
CONTROL # 45442



REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

DEFINITIONS:

Contract Bid Price (CBP)—Customer's asking price per kW per month to provide interruptible load to Company under the provisions of this tariff. The CPB must be accompanied by the Number of Interruptible Hours (Ha) offered, selection of a Notice Option (No Notice or One Hour), the required Contract Firm Demand, and selection regarding any interruption limitations identified in this tariff. Customer may submit multiple CBPs representing different options.

Contract Firm Demand—That portion of Customer's total load that is not subject to interruptions by Company as specified in the Agreement. Customer may bid a different Contract Firm Demand for each CBP for each Number of Interruptible Hours (Ha) elected, and may bid a different Contract Firm Demand for a One Hour Option CBP and a No Notice Option CBP. The Contract Firm Demand specified in the Agreement may not be changed unless approved by Company.

Contract Interruptible Load (CIL)—The median of the Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year, less the Contract Firm Demand, if any. Company shall calculate the Customer's historic usage to be used in the calculation of the CIL upon request. If a Customer has no history or a Customer anticipates that using the current year's usage, rather than historic usage, to calculate the CIL would result in increasing the CIL by 100 kW or more, at Customer's request, Company may, in its sole discretion, estimate the usage to be used in calculating the CIL.

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

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

No Notice Option—Company may interrupt Customer's load without providing prior notice of the interruption. Service on the No Notice Option cannot begin until the Company's equipment required to provide Company physical control over the Customer's interruptible load has been installed and acceptance tested. Customer must pay for all costs associated with providing the Company with physical control over the Customer's interruptible load.

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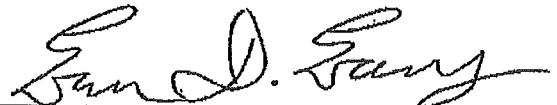
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

Number of Interruptible Hours (Ha)—The total number of hours in the four month service period that each Customer elects as interruptible as set forth in the Agreement. The options for Ha are 40 hours, 80 hours, and 160 hours.

Monthly Credit Rate (MCR)—The price per kW per month agreed upon by Company and Customer as set forth in the Agreement.

4 in 24 Hour Option—Customer may elect to limit interruptions to four hours (4 hours) in a twenty four-hour (24 hour) period.

Unconstrained Option — Customer may elect that interruptions may be of any duration, subject only to the applicable minimum for the type of interruption, as defined herein, and, for purposes of Capacity and Contingency Interruptions may be called multiple times within any 24-hour period.

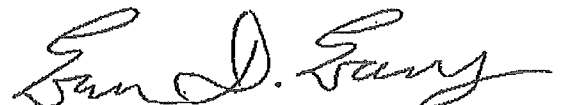
MONTHLY CREDIT CALCULATION AND APPLICATION: Customers receiving service under this schedule shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. A Monthly Credit will be applied to the June, July, August and September monthly bill of a Customer participating in this tariff. The Monthly Credit will be determined by multiplying the MCR times the CIL or times that month's Interruptible Demand, whichever is less. In the event that the Customer's CIL is estimated because the Customer has no prior usage history, the accumulated Monthly Credits for the four month period will be applied to the Customer's December bill, after the CIL estimate is confirmed for that year. For Customers with history, but estimating an increase, accumulated credits attributable to the estimated increase in the CIL will be credited to the December bill and credits attributable to the historic CIL will be credited monthly.

BID AND ACCEPTANCE PROCESS: It is within the sole discretion of the Company to accept, reject, or counter-offer any bid received. No bid shall be considered accepted unless reflected in an Agreement. Customer bids must be submitted in the following format:

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF
INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

Ha [Number of Hours Offered for Interruption]	One Hour Notice Option			No Notice Option		
	Hours Offered per Day	Per kW-Monthly Contract Bid Price (CBP) Offered	Firm Demand Requirement	Hours Offered per Day	Per kW-Monthly Contract Bid Price (CBP) Offered	Firm Demand Requirement
40	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		
80	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		
160	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		

EARLY TERMINATION PENALTY: A Customer who cancels service under this schedule shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times the Agreement's CIL times the Agreement's MCR for each of the remaining months of the unexpired contract term. Customer may be subject to curtailments if Company does not have sufficient generating resources during the remaining term of the Agreement. In addition, Customer shall reimburse the Company for the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT: The duration and frequency of interruptions will be determined by Company pursuant to the conditions described herein and in the Agreement. When the Company asks Customer to interrupt its available Interruptible Load, the Customer must reduce its load to the level of Customer's Contract Firm Demand.

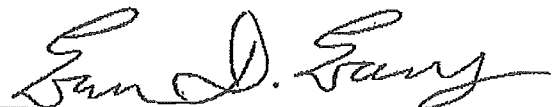
ECONOMIC INTERRUPTIONS: The Company reserves the right to call an Economic Interruption for one or more Customers once per day when the Company believes, in its sole discretion, that calling an interruption will lower its overall system costs compared to what the overall system cost would be in the absence of the interruption. Customers under either the No Notice Option or One Hour Notice Option will have at least One Hour notice of an Economic Interruption. The

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 REGIONAL VICE PRESIDENT RATES AND
 REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

ECONOMIC INTERRUPTIONS (cont.):

duration of any Economic Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum or if the Customer has less than four hours remaining of its Number of Interruptible Hours, but in either of these exceptions, the duration shall not be less than one hour.

BUY THROUGH – ECONOMIC INTERRUPTION: Once the Company has called an Economic Interruption, the Company will provide the Customer via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of the Company’s best estimate of the buy-through price. Customers must notify the Company forty-five (45) minutes prior to the start of an Economic Interruption if they elect to buy-through all or a portion of their available interruptible load by logging into the ICO Web Site at the address provided on the Agreement and indicating their buy-through request for each hour of the Economic Interruption period. The ICO Web Site shall advise Customer of the Company’s best estimate of the buy-through price for each hour of the Economic Interruption period.

The buy-through price shall be calculated by taking the weighted average cost, as determined by the Company’s Cost Calculator or its successor, plus three mils per kWh, for the block of electricity used to serve the Customer(s) who elected to buy-through. For purposes of this calculation, the Company shall assume that the block of electricity used is the highest cost block of electricity consumed in each buy-through hour.

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

If the Company chooses to extend an Economic Interruption from the original notification, all SOICO Customers affected by the Economic Interruption will be provided notice of the opportunity to buy-through or interrupt for the duration of the Economic Interruption extension period.

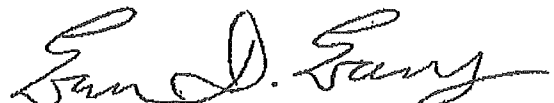
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

BUY THROUGH – ECONOMIC INTERRUPTION (cont.):

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

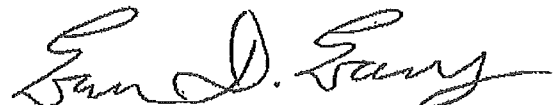
FAILURE TO INTERRUPT - ECONOMIC INTERRUPTION: In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt but did not interrupt. The failure-to-interrupt charge shall be equal to the highest incremental price for power during the Economic Interruption plus three mils per kWh, as determined by the Company after the fact, including market costs, unit start-up cost, spinning reserve costs and reserve penalty cost, if any. The charge will only apply to the portion of the load Customer fails to interrupt.

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

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

CAPACITY INTERRUPTION (cont.):

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

CONTINGENCY INTERRUPTION: Company reserves the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company just following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards. The current standard is the DCS, which sets the time limit following a disturbance within which a Balancing Authority (BA) must return its Area Control Error (ACE) to within a specified range. In other words, a Contingency Interruption will be activated to help restore resources and load balance after an unexpected resource outage. Transmission emergencies such as those described in the Capacity Interruption definition can also trigger a Contingency Interruption.

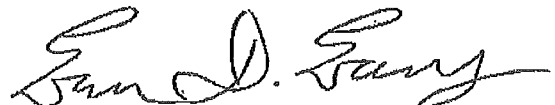
The duration of any Contingency Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration, and in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted if Customer has less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

FAILURE TO INTERRUPT – CAPACITY AND CONTINGENCY INTERRUPTIONS: In the event that Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit for all demand that Customer was obligated to interrupt but did not interrupt. The expected annual credit shall be the MCR times 4. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled, Customer shall not be eligible for service under this rate schedule for a minimum of one year, and Customer will be liable for the Early Termination Penalty.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

FAILURE TO INTERRUPT – CAPACITY AND CONTINGENCY INTERRUPTIONS (cont.):

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

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

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

PHYSICAL CONTROL: For those Customers who select the No Notice Option there are two sub-options.

1. Customers may choose to utilize their own EMS automated intelligent equipment to reduce load down to the Contract Firm Demand level when requested by the Company. Customer will pay for the cost of a remote terminal unit (RTU) that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed and tested by the Company or Company contractor at the Customer's expense. The Customer must demonstrate that its automated EMS intelligent device/equipment will receive the Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within 5 minutes of initial relay activation at the RTU. A \$1,000 non-refundable deposit is required to perform the engineering and design work required to determine the costs associated with purchasing

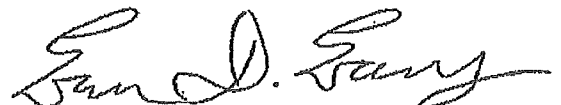
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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

and installing the RTU. A minimum of 6 months is required to design, order, install and test the required equipment to give the Company control over the Customer's load.

2. Customers may choose to utilize a Company owned and operated switch. The Company owned switch removes the Customer's entire load during a Capacity or Contingency interruption. The Customer must pay for the cost of the Company-owned switch and RTU that will receive the interruption and restore signals via phone or cellular communication, and lock the Customer's load out during a Capacity or Contingency interruption. The RTU shall be designed, purchased, installed and tested by the Company at the Customer's expense. A \$1,000 non-refundable deposit is required to perform the engineering and design work needed to determine the costs associated with providing the Company physical control over the Customer's load. A minimum of 6 months is required to design, order, install and test the required equipment to give the Company control over the Customer's load. During a Capacity or Contingency interruption, the Company shall lock out the Customer's load to prevent the Customer from terminating the interruption before release. Sub-Option 2 is not available to Customers receiving secondary service from the Company.

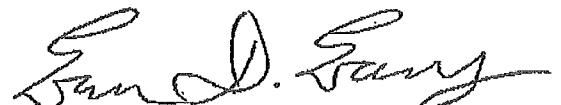
All Customers who select the No Notice option shall submit to equipment testing at least once per year at the Company's discretion and provided no other Capacity or Contingency events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU. Equipment testing may last less than the four-hour duration and may not count toward the Customer's Number of Interruptible Hours. Before joining the rate the Customer must complete a verification test to prove their load will drop off within 5 minutes if utilizing sub-option one or with No Notice if utilizing sub-option two above, and must also demonstrate that their load is physically locked out by the Company's RTU to prevent their interruptible load from restoring before restore signal is received.

TAMPERING: If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical or other devices or actions, then Company may terminate Customer's Agreement, or remove the Customer from the No Notice Option and place the Customer on the One Hour Notice Option rate for the remainder of the contract term, provided the customer has an MCR for the One Hour Notice Option. The Customer's credits will be adjusted accordingly. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

TAMPERING (cont.):

investigation of the device tampering. In addition, Customer shall pay 50% of Customer's expected annual credit rate for all demand that Customer was obligated to interrupt but did not interrupt. The expected annual credit rate shall be the MCR times 4. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company will verify installation has been corrected before Customer is permitted to participate in the program again.

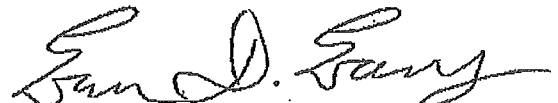
LIMITATION OF LIABILITY: Customers who elect to take service under this tariff agree to indemnify and save harmless the Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under the SOICO program or from the operation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

Effective Date June 11, 2015

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CONTROL # 45442



REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

ENERGY EFFICIENCY COST RECOVERY FACTOR RIDER

APPLICABILITY: To all Texas retail Customers taking service at a metered Point of Delivery less than 69 kV, and to all non-profit Customers and governmental entities, including educational customers, in addition to all other charges under the applicable rate schedule. Not applicable to Industrial Customers that have timely provided appropriate Identification Notice to the Company, as described in 16 Tex. Admin Code § 25.181(u).

RATE: All estimated or metered kWh is charged the rate applicable to the EECRF rate class, as listed below:

<u>Rate Schedule</u>	<u>\$/kWh</u>
Residential Service	\$ 0.001040
Small General Service	\$ 0.001018
Secondary General Service	\$ 0.000568
Primary General Service ¹	\$ 0.000357
Small Municipal and School Service	\$ 0.001316
Large Municipal Service	\$ 0.000056
Large School Service	\$ 0.000800

¹ Primary General Service includes tariff sheets IV-61 and IV-99.

Effective January 1, 2020

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CONTROL # _____



**DIRECTOR OF REGULATORY AND PRICING
ANALYSIS**

ELECTRIC TARIFF

DISCOUNT FOR VETERANS SEVERELY BURNED IN COMBAT

APPLICABILITY: To any Residential customer who suffered a burn injury in combat as a member of the United States military. Burn injury, as it pertains to this tariff, is as defined in SB 981, 83rd Legislative Regular Session, Bill Payment Assistance Program for Veterans Severely Burned in Combat. This rate is available only as a rate discount to Residential customers in conjunction with a Customer's applicable standard Residential rate schedule currently in effect.

TERRITORY: Texas service territory.

MONTHLY BASE RATE DISCOUNT: A discount of 20% will be applied to all charges during the months of June, July, August, and September applicable to a veteran taking electrical service under a standard Residential rate schedule currently in effect.

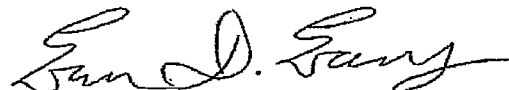
TERMS AND CONDITIONS: Company's Rules and Regulations apply to service under this schedule.

Effective Date: June 1, 2014

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**REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS**

ELECTRIC TARIFF

GENERAL SERVICE – Experimental Time of Use Rate

APPLICABILITY: Optional rate limited to a combination of 250 commercial and industrial electric service customers supplied at either secondary or primary voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 10 kW of demand.

If Customer elects service under this rate schedule, Customer must continue to take service under this optional rate for a minimum of 12 consecutive months.

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

Not applicable to standby, supplementary, resale or shared service, or service to oil and natural gas production Customers.

TERRITORY: Texas service territory.

RATE:

	Secondary Voltage	Primary Voltage
Service Availability Charge	\$26.60	\$59.50
Energy Charge, All Hours	\$0.007783	\$0.005960
Energy Charge, On Peak Adder	\$0.131370	\$0.108932
Demand Charge	\$10.68	\$8.82

ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

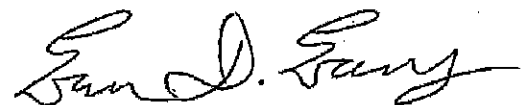
Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

OFF-PEAK HOURS: All hours other than On-Peak Hours described in this rate schedule.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GENERAL SERVICE – Experimental Time of Use Rate

DEMAND: Company will furnish, at Company's expense, the necessary metering equipment to measure the Customer's kW demand for the 30-minute period of greatest use during the month.

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

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

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

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

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

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

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

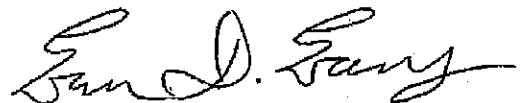
Effective Date July 20, 2016

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GENERAL SERVICE – Low Load Factor Rate

APPLICABILITY: Optional rate for commercial and industrial electric service customers supplied at secondary or primary voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 1,000 kW of demand, and load factors of 25 percent or less.

If Customer elects to take service under this optional rate schedule, customer must remain on this rate schedule for a minimum of twelve consecutive calendar months

Not applicable to standby, supplementary, resale or shared service, or service to oil and natural gas production Customers.

LOAD FACTOR: Determined by dividing Customer's monthly metered kWh in each billing cycle by the product of the Customer's maximum kW demand times 24 hours per day of the billing period. (kWh / (kW x 24 x days in billing period) Customer's load factor will be reviewed each calendar year. If Customer's average monthly load factor exceeds 25 percent for the previous calendar year, Customer will be moved to applicable general service rate for a minimum of 12 consecutive months. Customer's load factor can be re-evaluated for qualification for this rate schedule after each calendar year.

TERRITORY: Texas service territory.

RATE:

	Secondary Voltage	Primary Voltage
Service Availability Charge	\$26.60	\$59.50
Energy Charge	\$0.007783	\$0.005960
Demand Charge, All Hours	\$5.65	\$5.26
Demand Charge, On Peak Adder	\$21.12	\$20.30

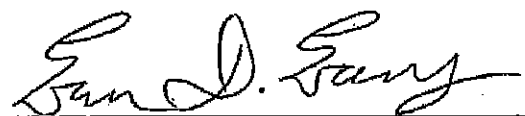
ON-PEAK HOURS: 1 p.m. through 7 p.m., Monday through Friday during the months of June through September.

Customers must contract for service under this experimental tariff for a minimum of 12 consecutive calendar months. The On-Peak period shall be 1:00 pm to 7:00 pm, Monday through Friday during the months of June through September. The Off-Peak period shall be all other hours not covered in the On-Peak period.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GENERAL SERVICE – Low Load Factor Rate

OFF-PEAK HOURS: All hours other than On-Peak Hours described in this rate schedule.

DEMAND: Company will furnish, at Company's expense, the necessary metering equipment to measure the Customer's kW demand for the 30-minute period of greatest use during each month and the 30-minute of greatest use during on-peak hours each month.

ON PEAK BILLING DEMAND: The greater of the maximum demand reading during the on-peak hours of the current month or 100% of the highest measured demand established in the billing months of June through September in the twelve (12) month period ending with the current month. The On-Peak Demand Charge is only applied during the months of June through September.

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

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

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

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

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

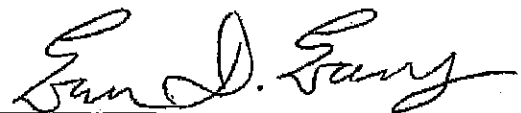
TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

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REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF

GENERAL SERVICE – Low Load Factor Rate

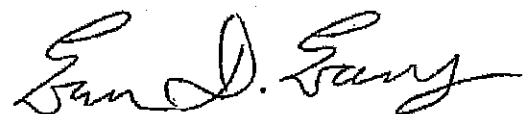
RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas. A Contract may be required by the Company to be executed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

Effective Date July 20, 2016

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED

JAN 26 '17 DOCKET 45524

CONTROL # _____



REGIONAL VICE PRESIDENT RATES AND
REGULATORY AFFAIRS

ELECTRIC TARIFF
RATE CASE EXPENSE (RCE) RIDER

APPLICABILITY: Electric service supplied under all rate schedules shall be subject to the applicable RCE Rider percent of bill surcharge, to be assessed on billed base charges. RCE Rider is designed to recover rate case expenses approved for recovery in PUCT Docket Nos. 44498 and 46328 in the amount of \$3,616,291

RCE Rider shall be effective beginning October 1, 2017 and will terminate in the calendar month in which the full amount of \$3,616,291 has been billed or the end of the twenty-fourth calendar month after the effective date, whichever occurs first. For each class or subclass, the over- or under-recovery amount of Rider RCE will be credited or debited to the deferred fuel balance.

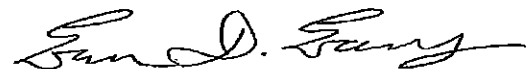
RATE: There shall be included on each customer's bill a RCE Rider charge which shall be calculated by multiplying all of the Company's base rate utility, non-miscellaneous service charges (including the service availability charge, energy charge, and where applicable, the demand charge and other authorized charges), except gross-receipt taxes and franchise fees, by a percentage equal to amounts listed below.

<u>Class or Subclass</u>	<u>Amount to be Recovered under Rider RCE</u>	<u>Percent of Bill Surcharge</u>
Residential Service	\$ 879,948	0.315095%
Residential Service with Electric Space Heating	\$ 362,350	0.365239%
Small General Service	\$ 118,536	0.293897%
Secondary General Service	\$ 723,916	0.324402%
Primary General Service	\$ 455,649	0.325711%
Large General Service - Transmission 69 kV	\$ 155,038	0.328978%
Large General Service - Transmission 115 kV+	\$ 709,390	0.343834%
Small Municipal and School Service	\$ 7,871	0.330942%

 PUBLIC UTILITY COMMISSION OF TEXAS
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CONTROL # _____



 DIRECTOR, REGULATORY AND PRICING
 ANALYSIS

ELECTRIC TARIFF

RATE CASE EXPENSE (RCE) RIDER

Large Municipal Service	\$	53,351	0.362211%
Large School Service	\$	71,099	0.332334%
Municipal and State Street Lighting	\$	45,796	0.294256%
Guard and Flood Lighting	\$	33,346	0.396287%
Total	\$	3,616,291	

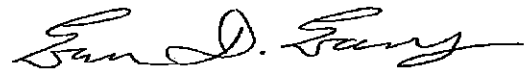
EFFECTIVE DATE: October 1, 2017

**PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED**

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CONTROL # _____

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**DIRECTOR, REGULATORY AND PRICING
ANALYSIS**

ELECTRIC TARIFF

TRANSMISSION COST RECOVERY FACTOR

APPLICABILITY: To all retail customers in Texas, in addition to all rates under the applicable tariff. Upon completion of a base rate case at the Public Utility Commission of Texas ("Commission"), TCRF shall be set to zero, unless otherwise ordered by the Commission.

RATE: The TCRF for each rate class is shown below.

Rate Class	<i>TCRF</i>
Residential Service	\$ 0.001879 per kWh
Residential with Space Heating	\$ 0.001879 per kWh
Small General Service	\$ 0.001539 per kWh
Secondary General Service	\$ 0.463 per kW
Primary General Service	\$ 0.408 per kW
Large General Service - Transmission, 69 kV	\$ 0.428 per kW
Large General Service – Transmission, 115 kV +	\$ 0.385 per kW
Small Municipal & School Service	\$ 0.00919 per kWh
Large Municipal Service Primary	\$ 0.276 per kW
Large Municipal Service Secondary	\$ 0.316 per kW
Large School Service Primary	\$ 0.295 per kW
Large School Service Secondary	\$ 0.326 per kW
Street Lighting	\$ 0.000710 per kWh
Area Lighting	\$ 0.000770 per kWh
Service Agreement Summary – Orion Engineered Carbons	\$0.408 per kW
Service Agreement Summary – Canadian River Municipal Water Authority	\$0.408 per kW

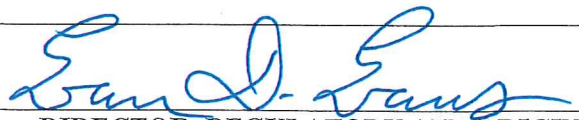
EFFECTIVE: June 29, 2017

PUBLIC UTILITY COMMISSION OF TEXAS
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**DIRECTOR, REGULATORY AND PRICING
ANALYSIS**

ELECTRIC TARIFF

POWER FACTOR RIDER

APPLICABILITY: Electric service supplied under Primary General Service and Large General Service 115+ kV rate schedules shall be subject to the applicable Power Factor Rider rate, to be assessed per kW of metered demand during each billing period. The Power Factor Rider is designed to recover under-recovered power factor charges as directed under the terms of the stipulation in PUCT Docket No. 45524.

The updated Power Factor Rider shall be applicable for usage beginning September 1, 2018 and will terminate in the calendar month in which \$609,292 has been recovered.

RATE: There shall be included on each customer's bill a Power Factor Rider charge which shall be calculated by multiplying the metered kW demand by the Power Factor Rider rate listed below.

Class or Subclass	Amount to be Recovered under Power Factor	Power Factor Surcharge Rate
Primary General Service	\$ 175,712	\$ 0.077
Large General Service – Transmission, 115 kV and above	\$ 433,580	\$ 0.085

RECONCILIATION: All amounts collected/refunded under this tariff will be reconciled, by rate, to the surcharge/refund amount approved by the Commission, with such reconciliation amounts added to, or deducted from, SPS's deferred fuel balances for each respective rate.


EFFECTIVE: September 1, 2018

PUBLIC UTILITY COMMISSION OF TEXAS
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DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF
TCRF RECOUPMENT RIDER

APPLICABILITY: Electric service supplied under Residential, Small General, Large General, Large Municipal, Area Lighting, and Street Lighting rate schedules shall be subject to the applicable TCRF Recoupment Rider rate as established in the settlement of Docket No. 47527.

For electric service from March 1, 2019 through August 31, 2019, the TCRF Recoupment Factors will be billed to all applicable customers, as established in the settlement of Docket No. 47527, except for the transmission voltage level customers. As agreed upon by all parties in the settlement of Docket No. 47527, the total recoupment amount of the TCRF charges for all applicable customer classes is \$5,394,977.

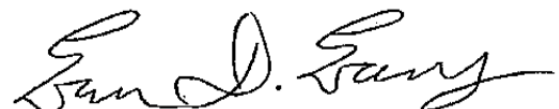
RATE: The TCRF Recoupment Rider for eligible rate classes is shown below:

Rate Schedule	Surcharge/(Credit) Amount	TCRF Recoupment Factor
Residential Service (Including Residential with Space Heat)	\$ 2,629,941	\$ 0.002162 per kWh
Small General Service	\$ 286,583	\$ 0.001882 per kWh
Large General Service Transmission 69 kV	\$ 423,760	Individual Customer Calculations
Large General Service Transmission 115+ kV	\$ 1,882,694	Individual Customer Calculations
Large Municipal Service Secondary	\$ 94,218	\$ 0.398 per kW
Large Municipal Service Primary	\$ 17,426	\$ 0.355 per kW
Area and Guard Lighting	\$ 29,727	\$ 0.002325 per kWh
Street Lighting	\$ 30,629	\$ 0.001771 per kWh

Reconciliation

All amounts collected under this tariff will be reconciled, by rate, to the surcharge or credit amount approved by the Commission, with such reconciliation amounts added to, or deducted from, SPS's deferred fuel balances for each respective rate.

Effective: March 1, 2019


DIRECTOR, REGULATORY PRICING & ANALYSIS

ELECTRIC TARIFF

PUBLIC UTILITY COMMISSION OF TEXAS CONSULTING FEE RIDER (PCF RIDER)

APPLICABILITY: All customers served under an applicable retail electric rate schedule shall be subject to the applicable PUCT Consulting Fee (“PCF”) Rider rate, to be assessed per kWh or kW charge for all bills during each billing period. The purpose of the PCF Rider is to recover costs relating to consulting fees and expenses incurred by SPS on behalf of the Public Utility Commission of Texas (“PUCT”).

PCF Rider shall be effective beginning July 1, 2019 and terminating December 31, 2019.

RATE: There shall be included on each customer’s bill a PCF Rider charge which shall be calculated by multiplying the metered kWh or kW PCF Rider rate listed below.

<u>Rider Applicable Customer Class</u>	<u>PCF Factor per kWh or kW</u>
Total Residential Service	\$ 0.000021
Small General Service	\$ 0.000019
Secondary General Service	\$ 0.000014
Primary General Service	\$ 0.000009
Large General Service – Transmission, 69 kV	\$ 0000.004
Large General Service – Transmission, 115 kV +	\$ 0000.003
Small Municipal & School Service	\$ 0.000017
Large Municipal Service	\$ 0.000011
Large School Service	\$ 0.000017
Municipal and State Street Lighting	\$ 0.000033
Guard and Flood Lighting	\$ 0.000051

Effective Date: July 1, 2019

PUBLIC UTILITY COMMISSION OF TEXAS
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DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF
2018 RATE CASE EXPENSE (RCE) RIDER II

APPLICABILITY: Electric service supplied under all rate schedules shall be subject to the applicable 2018 RCE Rider II (RCE Rider II) percent of bill surcharge, to be assessed on billed base charges. RCE Rider II is designed to recover rate case expenses approved for recovery in PUCT Docket No. 47588 in the amount of \$2,160,000.

RCE Rider II will be applied to usage from May 1, 2019 through April 30, 2021, inclusive of the beginning and ending dates; provided, however, that SPS shall cease collecting rate case expenses before April 30, 2021 if full recovery occurs before that date. SPS shall track collections by rate class or subclass beginning May 1, 2019. For each class or subclass, the over- or under-recovery amount of Rider RCE II will be credited or debited to the deferred fuel balance.

RATE: There shall be included on each customer's bill a RCE Rider II charge, which shall be calculated by multiplying all of the Company's base rate utility, non-miscellaneous service charges (including the service availability charge, energy charge, and where applicable, the demand charge and other authorized charges), except gross-receipt taxes and franchise fees, by a percentage equal to amounts listed below.

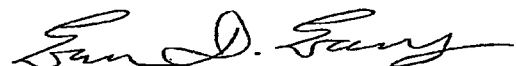
<u>Class or Subclass</u>	<u>Total Amount to be Recovered under 2018 RCE Rider II</u>	<u>Percent of Bill Surcharge</u>
Residential Service	\$ 553,414	0.198168%
Residential Service with Electric Space Heating	\$ 196,603	0.198171%
Small General Service	\$ 79,920	0.198152%
Secondary General Service	\$ 442,217	0.198167%
Primary General Service	\$ 277,214	0.198161%
Large General Service - Transmission 69 kV	\$ 93,398	0.198184%
Large General Service - Transmission 115 kV+	\$ 408,845	0.198163%

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 DIRECTOR, REGULATORY AND PRICING
 ANALYSIS

ELECTRIC TARIFF

2018 RATE CASE EXPENSE (RCE) RIDER II

Small Municipal and School Service	\$	4,709	0.197973%
Large Municipal Service	\$	29,182	0.198119%
Large School Service	\$	42,401	0.198192%
Municipal and State Street Lighting	\$	15,422	0.198117%
Guard and Flood Lighting	\$	16,675	0.198168%
Total	\$	2,160,000	

Effective Date: May 1, 2019

PUBLIC UTILITY COMMISSION OF TEXAS
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DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF

Fuel Cost Refund Rider

Application of Fuel Cost Refund Factors are as follows:

Applicable to all fuel rate schedules under the Fuel Cost Recovery Factor Tariff (Sheet IV-69). For September 2019 usage month, the fuel cost refund factors will be billed to all applicable customers except for the transmission voltage level customers, through the application of a Fuel Refund Factor. The fuel cost refund is credited to transmission voltage level customers on the basis of their actual historical kWh usage recorded monthly during the period that the over-recovery accumulated. In Docket No. 49690, the total net amount of the fuel cost refund for all applicable customer classes consists of (\$16,018,394.37) and related interest of (\$198,685.15). Interest was calculated at the rate of 1.05 percent per annum in 2018 and 1.99 percent per annum in 2019 in accordance with Texas Admin Code § 25.236(e)(1).

Method of Calculation

- (a) For all applicable Texas retail customers except for transmission voltage level customers:

The fuel refund is calculated by the application of a Fuel Refund Factor, determined in accordance with the following formula:

Fuel Refund Factor (FRF) = $\{(F + I) / K\}$, where:

F= Total cumulative fuel cost over-recovery by fuel rate schedule through April 2019;

I= Interest on the remaining principal balance at the end of each month;

K= The estimated kWh usage for the fuel rate schedule for September 2019.

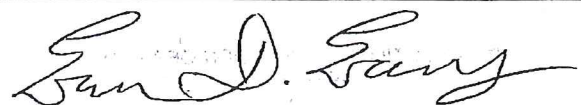
FRF= The total amount of the refund attributable to each respective fuel rate schedule, inclusive of interest through September 2019, divided by projected kWh sales for each respective fuel rate schedule during September 2019. The FRF is calculated to the nearest 0.0001 cent.

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DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF

Fuel Cost Refund Rider

To determine the customer's refund amount the FRF is multiplied by the customer's kWh usage for September 2019. The fuel cost refund to each customer is determined to the nearest whole cent. A negative factor will result in a refund to the customer and a positive factor will result in a surcharge to the customer.

Fuel Rate Schedule	(Refund) Amount	Refund Factor (\$/kWh)
Residential Service	\$ (2,849,451)	\$(0.014529)
Small General Service	\$ (180,736)	\$(0.007811)
Small Municipal and School Service (Secondary)	\$ (19,930)	\$(0.012626)
Large Municipal Service (Secondary)	\$ (201,733)	\$(0.015693)
Large School Service (Secondary)	\$ (191,931)	\$(0.011475)
Secondary General Service	\$ (2,785,333)	\$(0.015611)
Large Municipal Service (Primary)	\$ (34,480)	\$(0.014050)
Large School Service (Primary)	\$ (2,891)	\$(0.010151)
Primary General Service	\$ (2,557,241)	\$(0.014158)
Guard Lighting and Flood Lighting Service	\$ (17,514)	\$(0.008645)
Municipal and State Street Lighting Service	\$ (38,502)	\$(0.014166)
Subtotal	\$ (8,879,743)	

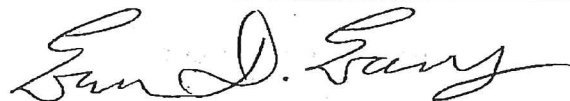
- (b) For all transmission voltage level customers, the fuel cost refund amounts are determined on the basis of each customer's actual historical kWh usage recorded monthly during the

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DIRECTOR, REGULATORY AND PRICING
ANALYSIS

ELECTRIC TARIFF

Fuel Cost Refund Rider

period that the over-recovery accumulated. The fuel cost refund for each of these customers is determined to the nearest whole cent and will be a one-time credit on bills in September 2019. The total amount of the refund for each fuel rate schedule is as follows including interest as previously described.

Fuel Rate Schedule	(Refund)/Surcharge Amount
Large General Service Transmission 69 to 115 kV	\$ (1,299,531)
Large General Service Backbone Transmission 115 kV+	\$ (6,037,806)
Subtotal	\$ (7,337,337)
Total of All Schedules	\$ (16,217,080)

- (c) Any difference between amounts actually refunded and the amounts of the refund specified herein will be maintained in the under/over-recovery balance pursuant to Texas Admin Code § 25.236 (e) on a per fuel rate schedule basis.
- (d) The net refunds implemented through this Fuel Cost Refund Rider will be subject to final review by the Commission in SPS's next fuel reconciliation proceeding.

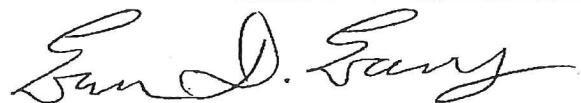
Effective: September 1, 2019 Dkt. 49690

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