

JAN 10 2020

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 Section No. V
 Sheet No. V-1
 Revision No. 11

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RULES, REGULATIONS AND CONDITIONS OF SERVICE
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Effective Date January 10, 2020


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RULES, REGULATIONS AND CONDITIONS OF SERVICE

1. GENERAL STATEMENT OF PURPOSE

These Rules and Regulations are designed to govern the supplying and taking of electric service in such a manner as will secure to each Customer the greatest practicable latitude in the enjoyment of service consistent with good service and safety to himself and other Customers.

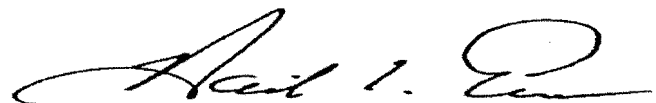
These Rules and Regulations, subject to revision from time to time, supercede and annul all regulations by whatever term designated which may previously have governed the supplying and taking of the Company's electric service.

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, or on the Company's website, www.xcelenergy.com.

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2. DEFINITIONS

The following expressions, when used in these Rules and Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

Applicant: Any individual, partnership, association, firm, public or private corporation or governmental agency who applies for service for the first time or reapplies at a new or existing location after discontinuance of service.

Billing Month: An interval of approximately thirty days between successive meter reading dates, except when the calendar month is specified.

Commission: The Public Utility Commission of Texas.

Company: Southwestern Public Service Company ("SPS").

Customer: Any individual, partnership, association, firm, public or private corporation or governmental agency receiving electric service from the Company.

Customer's Installation: All wires, cut-outs, switches, appliances and apparatus of every kind and nature used in connection with or forming a part of any installation for utilizing electricity for any purpose ordinarily located on the Customer's side of Point of Delivery, whether such installation is owned outright by Customer or used by Customer under lease or otherwise.

Electric Service: The maintenance by the Company of an established voltage and frequency at the Point of Delivery to the Customer constitutes the supplying of electric service, irrespective of whether or not any electric power and energy is actually used by the Customer.

Extension: Any branch from or continuation of Company's existing facilities to the Point of Delivery to Customer, including increases in capacity of any existing facilities,

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or the changing of any Company Facilities for the purpose of meeting Customer requirements.

Meter: Any metering equipment, including auxiliary devices, if any, constituting the complete installation required to measure the power and energy supplied to any Customer at a single point of delivery.

Notice: Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address.

Point of Delivery: The end of Company's service connection, or the point where Company's wires are joined to Customer's wires or apparatus, unless otherwise specified in Service Agreement.

Ancillary Meter: A meter that records the energy usage and demand of a Customer (Customer B) whose electrical service is provided by Company but delivered by distribution facilities owned by another Customer (Customer A) rather than facilities owned by Company. Company will utilize an Ancillary Meter for Customer B only when Company measures Customer A's energy usage and demand on the secondary distribution system side of Customer A's facilities instead of using a meter that is located on the primary distribution side of Customer A's facilities.

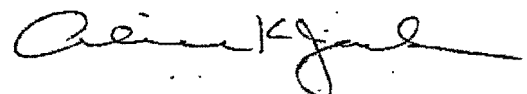
Deduct Meter: A meter that measures the energy usage and demand of a Customer (Customer B) whose electrical service is provided by Company but delivered by distribution facilities owned by another Customer (Customer A) rather than facilities owned by Company. Company will utilize a Deduct Meter for Customer B only when Company measures Customer A's energy usage and demand with a meter located at Customer A's Point of Delivery that is on Company's primary distribution system (Primary Meter). The Primary Meter at Customer A's Point of Delivery will measure all energy usage and electrical demand past Customer A's Point of Delivery regardless of which Customer's facility is consuming the electricity.

Effective May 1, 2013

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3. APPLICATION FOR SERVICE

Any Applicant for service may be required to sign:

- (a) The Company's standard deposit form,
- (b) A Service Agreement, or
- (c) A Special Contract.

Effective May 1, 2013

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4. SUPPLYING OF SERVICE

Service shall be supplied only under and pursuant to these Rules and Regulations and any modifications or additions thereto lawfully made, and such applicable Rate Schedules as may from time to time be lawfully fixed. Service shall be supplied under a given Rate Schedule only at such points of delivery located adjacent to facilities of Company which, in the Company's opinion, are adequate and suitable, as to capacity and voltage, for the service desired. Otherwise, a Service Agreement or a Special Contract may be required.

The Company shall not be required to supply service until a reasonable time after the application is approved and after any necessary permits have been obtained. However, if, due to circumstances beyond the control of the Company, service cannot be furnished within a reasonable length of time, Customer shall be advised promptly regarding the delay.

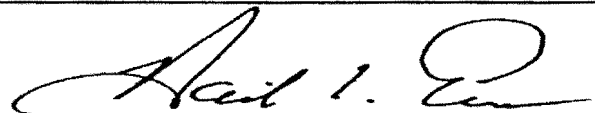
- (1) Applications for new electric service not involving line extensions or construction of new facilities shall be filled within seven working days after the applicant has met the credit requirements as provided for in §25.24 of the Commission's Substantive Rules (relating to Credit Requirements and Deposits) and complied with all applicable state and municipal regulations.
- (2) An electric utility may require a residential applicant for service to satisfactorily establish credit in accordance with §25.24 of the Commission's Substantive Rules (relating to Credit Requirements and Deposits), but such establishment of credit shall not relieve the Customer from complying with rules for prompt payment of bills.
- (3) Requests for new residential service requiring construction, such as line extensions, shall be completed within 90 days or within a time period agreed to by the Customer and the Company if the applicant has met the credit requirements as provided for in §25.24 of the Commission's Substantive Rules; and made satisfactory payment arrangements for construction charges; and has complied with all applicable state and municipal regulations. For this section, facility placement which requires a permit for a road or railroad crossing will be considered a line extension.

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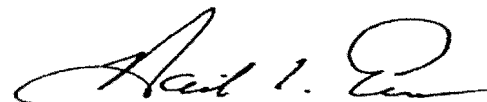
4. SUPPLYING OF SERVICE

- (4) If facilities must be constructed, then the Company shall contact the Customer within 10 working days of receipt of the application, and give the Customer an estimated completion date and an estimated cost for all charges to be incurred by the Customer.
- (5) Unless the delay is beyond the reasonable control of the Company, a delay of more than 90 days shall constitute failure to serve, unless the Customer and electric utility have agreed to a longer term.

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5. CHARACTER OF SERVICE

Electric service furnished shall be of the character known as 60 hertz alternating current. Voltage supplied and the choice of single or three-phase service shall be by mutual agreement between the Customer and the Company.

The standard nominal voltages to be supplied are:

120/240 Volts single-phase

120 Volts single-phase

480 Volts single-phase

120/208 Volts three-phase

120/240 Volts three-phase

277/480 Volts three-phase

480 Volts three-phase

2400 Volts three-phase

2400/4160 Volts three-phase

6930/12,000 Volts three-phase

7200/12,470 Volts three-phase

7620/13,200 Volts three-phase

13,200/22,860 Volts three-phase

34,500 Volts three-phase

19,900/34,500 Volts three-phase

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6. CONTINUITY OF SERVICE

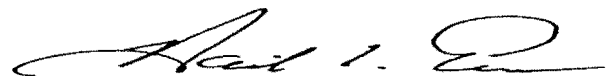
Company will use reasonable diligence to supply steady and continuous service. Company will be liable to Customer for any damages occasioned by irregularities or interruptions only when such damages are the result of negligence on the part of the Company.

The Company shall not be liable to the Customer nor shall the Customer be liable to the Company by reason of failure of the Company to deliver or the Customer to receive electrical energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God, the public enemy, or other conditions beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply or to receive energy when, as a result of any of the above mentioned causes, either party may be unable to delivery or use, in whole or in part, electrical energy to be delivered or received.

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7. REFUSAL, DISCONTINUANCE AND SUSPENSION OF SERVICE

- (a) **Disconnection with notice.** Electric utility service may be disconnected after proper notice for any of these reasons:
- (1) failure to pay a bill for electric utility service or make deferred payment arrangements by the date of disconnection;
 - (2) failure to comply with the terms of a deferred payment agreement;
 - (3) violation of the Company's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;
 - (4) failure to pay a deposit as required by §25.24 of the Commission's Substantive Rules (relating to Credit Requirements and Deposits); or
 - (5) failure of the guarantor to pay the amount guaranteed, when the Company has a written agreement, signed by the guarantor, that allows for disconnection of the guarantor's service.
- (b) **Disconnection without prior notice.** Electric utility service may be disconnected without prior notice for any of the following reasons:
- (1) where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, the Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;
 - (2) where service is connected without authority by a person who has not made application for service;
 - (3) where service was reconnected without authority after termination for nonpayment; or
 - (4) where there has been tampering with the Company's equipment or evidence of theft of service.
- (c) **Disconnection prohibited.** Electric utility service may not be disconnected for any of the following reasons:
- (1) delinquency in payment for electric utility service by a previous occupant of the premises;

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7. REFUSAL, DISCONTINUANCE AND SUSPENSION OF SERVICE

- (2) failure to pay for merchandise, or charges for non-electric utility service;
 - (3) failure to pay for a different type or class of electric utility service unless charges for such service were included on that account's bill at the time service was initiated;
 - (4) failure to pay charges arising from an underbilling, except theft of service, more than six months prior to the current billing;
 - (5) failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Company or the Commission and the Customer has been notified of this determination;
 - (6) failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under §25.126 of the Commission's Substantive Rules (relating to Meter Tampering); or
 - (7) failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Company is unable to read the meter due to circumstances beyond its control.
- (d) **Disconnection on holidays or weekends.** Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on holidays or weekends, or the day immediately preceding a holiday or weekend, unless the Company personnel are available on those days to take payments and reconnect service.
- (e) **Disconnection due to electric utility abandonment.** The Company may not abandon a Customer or a certified service area without written notice to its Customers and all similar neighboring utilities, and approval from the Commission.
- (f) **Disconnection of ill and disabled.** The Company may not disconnect service at a permanent, individually metered dwelling unit of a delinquent Customer when that Customer establishes that disconnection of service will cause some person residing at that residence to become seriously ill or more seriously ill.

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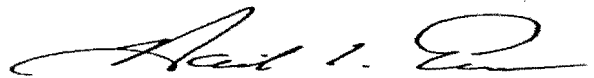
7. REFUSAL, DISCONTINUANCE AND SUSPENSION OF SERVICE

- (1) Each time a Customer seeks to avoid disconnection of service under this subsection, the Customer must accomplish all of the following by the stated date of disconnection:
 - (A) have the person's attending physician (for purposes of this subsection, the term "physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the stated date of disconnection;
 - (B) have the person's attending physician submit a written statement to the Company; and
 - (C) enter into a deferred payment plan.
 - (2) The prohibition against service termination provided by this subsection shall last 63 days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the Customer or physician.
- (g) **Disconnection of energy assistance clients.** The Company may not terminate service to a delinquent residential Customer for a billing period in which the Company receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding sufficient payment to continue service.
- (h) **Disconnection during extreme weather.** The Company cannot disconnect a Customer anywhere in its Texas service territory on a day when:
- (1) the previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports; or
 - (2) the NWS issues a heat advisory for any county in the Company's Texas service territory, or when such advisory has been issued on any one of the preceding two calendar days.

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7. REFUSAL, DISCONTINUANCE AND SUSPENSION OF SERVICE

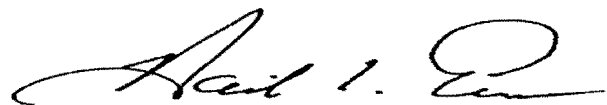
- (i) **Disconnection of master-metered apartments.** When a bill for electric utility services is delinquent for a master-metered apartment complex:
- (1) The Company shall send a notice to the Customer as required in subsection (j) of this section. At the time such notice is issued, the Company shall also inform the Customer that notice of possible disconnection will be provided to the tenants of the apartment complex in six days if payment is not made before that time.
 - (2) At least six days after providing notice to the Customer and at least four days before disconnecting, the Company shall post a minimum of five notices in conspicuous areas in the corridors or other public places of the apartment complex. Language in the notice shall be in large type and shall read: "Notice to residents of (name and address of apartment complex): the Company service to this apartment complex is scheduled for disconnection on (date), because (reason for disconnection)."
- (j) **Disconnection notices.** Any disconnection notice issued by the Company to a Customer must:
- (1) not be issued before the first day after the bill is due, to enable the Company to determine whether the payment was received by the due date. Payment of the delinquent bill at the Company's authorized payment agency is considered payment to the Company.
 - (2) be a separate mailing or hand delivered with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed.
 - (3) have a disconnection date that is not a holiday or weekend day, not less than ten days after the notice is issued.
 - (4) be in English and in Spanish.
 - (5) include a statement notifying the Customer that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make some alternate payment arrangement, establish deferred payment plan, or possibly secure payment assistance. The notice shall also advise the Customer to contact the Company for more information.

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7. REFUSAL, DISCONTINUANCE AND SUSPENSION OF SERVICE

- (k) **Suspension of Service for Repairs and Changes:** When necessary to make repairs to or changes in the Company's plant, generating equipment, transmission or distribution system, or other property, the Company may suspend service for such periods as may be reasonably necessary, and in such manner as not to inconvenience the Customer unnecessarily. The Company shall be liable to the Customer for any damages occasioned by such suspension only when the damages are the result of negligence on the part of the Company. The Company will endeavor to give reasonable notice to the Customer of the Company's intention to suspend service.

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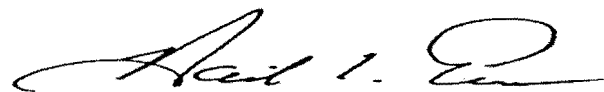
8. USE OF SERVICE

Service shall be supplied directly to Customer through the Company's meter and is to be used by the Customer only for the purposes specified in and in accordance with the provisions of the applicable Rate Schedule or Service Agreement, these Rules and Regulations and the Rules and Regulations of the Commission. Service shall be for Customer's use only and under no circumstances may the Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of remetering or reselling or otherwise disposing of service supplied Customer to lessees, tenants or others, except in accordance with a Rate Schedule or Service Agreement which authorizes such use of the service. In no case may Customer, except with the written consent of the city, owner or entity having jurisdiction, extend or connect his installation to lines across or under a street, alley, lane, court or avenue other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned by the Customer.

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9. RIGHT OF WAY

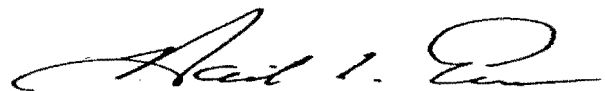
The Customer shall provide, at no expense to the Company, valid easements and rights-of-way, as required by the Company, to cover the distribution system.

The Company will use reasonable diligence in protecting the property owner when providing or maintaining overhead or underground service connections. The Company shall have the right to clear its service connection or any such interfering tree, shrub or other obstruction; except when the property owner objects to such clearance, the Company may change or relocate the service connection to meet its requirements, and the full cost of the change or relocation will be borne by the Customer or property owner.

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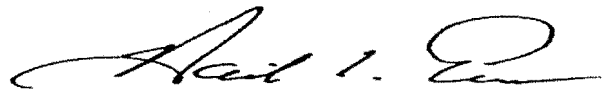
10. ACCESS TO PREMISES

Company's authorized agents shall have access at all reasonable hours to premises of Customer, for the purpose of inspecting wiring and apparatus, removing or replacing Company's property, reading of meters and all other purposes incident to supplying of service.

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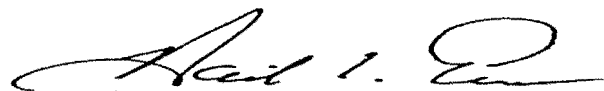
11. CHANGE OF PREMISES OF CUSTOMER

When Customer plans to vacate the premises at which he is receiving service, he shall notify the Company prior to moving from the premises. Customer shall be responsible for all service supplied to the original premises until such notice has been received and the Company has had not more than three working days to discontinue service.

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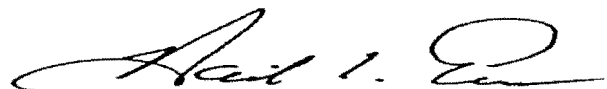
12. TEMPORARY SERVICE

Temporary Service will be furnished under the Company's established rules, regulations and rates for the type of service required; provided, the Customer may be required to pay, in addition to the cost of service rendered under the applicable rate, all the associated cost of installing, connecting and removing the facilities required to provide such service, in excess of any salvage realized.

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13. CUSTOMER'S INSTALLATION

Customer's Responsibility: The Customer shall assume all responsibility on the Customer's side of Point of Delivery for service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith, except for injury or damage to persons or property occasioned by negligence on the part of the Company.

Customer's Facilities: Customer's facilities shall comply with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, any other legally applicable codes, and the rules of the Company. The Customer shall operate said facilities and other electrical equipment in such a manner as not to interfere with the service of the Company to other Customers.

The Service Entrance shall be so located that one set of attachments will provide the necessary support for the Service Connection.

The Customer's service terminals are to be located at a point readily accessible to Company's service lines, such point to be determined by Company.

When construction or remodeling of a building preclude the use of the Company's standard service attachment, Customer shall install a suitable attachment for the overhead service wires to the building. The location of such attachment shall be determined by the Company, and at the cost of the Customer.

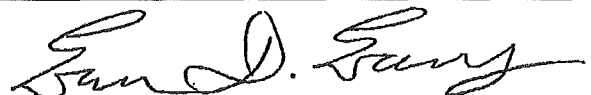
The Company shall be responsible for any and all damages to persons or property resulting from insecure or weak or inadequate attachments on or to Customer's property only when such damages are the result of negligence on the part of the Company.

Power Factor: Customer shall furnish, install and maintain, at his own expense, any and all corrective apparatus necessary to maintain a power factor of not less than 95% lagging on installations of any nature whatsoever.

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13. CUSTOMER'S INSTALLATION

Changes in Customer's Installation: The Company's service connections, transformers, meters and other facilities used in supplying service to Customer have a definite limited capacity. Customer shall give notice to Company, and obtain Company's consent, before making any material changes or increases in Customer's installation. After receipt of such notice Company will, as promptly as practicable, give its approval to the proposed change or increase, or will advise Customer upon what conditions service can be supplied for such change or increase.

In the event of damage to Company's facilities resulting from Customer's negligence in reporting changes or increases in Customer's installation, Customer shall be liable to Company for all expenses incurred in repairing such damages and restoring service.

Inspection by Company: Company retains the right, but does not assume the duty, to inspect Customer's installation at any time, and from time to time, and to refuse to commence or to continue service whenever it considers such installation to be defective, hazardous or for any other reason not in good operating condition.

The Company reserves the right to check the Customer's connected load and service requirements from time to time and to apply the proper rate schedule and basis of billing to conform to the findings of such investigations of connected load and service requirements.

Effective Date June 11, 2015

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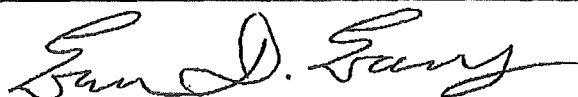
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REGIONAL VICE PRESIDENT RATES AND
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ELECTRIC TARIFF

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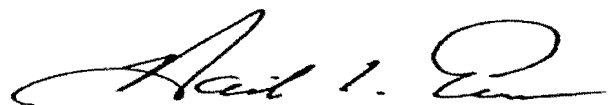
14. TRANSFORMER VAULTS

Transformer vaults should not be used for new service. When a transformer vault is installed for service to a Customer, all details and expenses thereto shall be borne solely by the Customer. A Service Agreement or a Special Contract shall be established to define ownership and liability.

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15. COMPANY'S INSTALLATION

Installation and Maintenance. Company will install and maintain its line and equipment on its side of Point of Delivery, but shall not install or maintain any equipment or lines on Customer's side of Point of Delivery, excepting meters and meter enclosures.

Service Connection to Customer

Overhead: Employees of the Company shall install an overhead service connection from the Company's lines to a point of attachment on Customer's building; connect to the Customer's service entrance and install the meter, all at the expense of the Company.

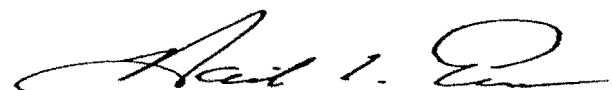
Underground: Employees of the Company shall install an underground service connection from the Company's lines to a point of delivery in accordance with the provisions of the Company's standards.

Protection by Customer: Customer or property owner will exercise due care for the protection of Company property.

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ELECTRIC TARIFF**RULES, REGULATIONS AND CONDITIONS OF SERVICE****16. EXTENSION TO CUSTOMERS****General Policy:**

This policy is only applicable for Extensions to Customers taking service at distribution voltages below 60 kV.

If a line Extension is required by a Customer other than a large industrial or commercial Customer or if facilities are not available, Company will inform Customer within 10 working days of receipt of the application, and will give Customer an estimated completion date and an estimated cost for all charges to be incurred by Customer.

Following assessment of necessary line work, Company will explain to Customer any construction cost options such as sharing of construction costs between Company and Customer, or sharing of costs between Customer and other Applicants.

Company will make an Extension to provide service to a new Customer when the revenue to be derived from such Extension will provide a suitable return. Extensions requiring an excessive expenditure in relation to revenues shall be made only when Customer makes a nonrefundable contribution in aid of construction. Such nonrefundable contribution will reduce Company's net Extension expenditure to a value which will provide a suitable return from expected revenues, thereby preventing undue hardship on the other Customers of Company. Construction shall not commence until the contribution is paid in full.

Requested alterations or relocations of Company facilities without a contribution in aid to construction impose an unfair burden on other Customers. Customer making such request shall make a nonrefundable contribution in aid of construction for the full cost of the alterations or relocations except where prohibited by law, franchise or the authority having jurisdiction.

The cost of a line Extension is based on an estimate of the cost of material for the specific line Extension. The cost includes the cost of material, labor, necessary transportation and equipment, and appropriate overheads applied in a uniform manner throughout Company's Texas service territory. At the option of the Customer, the Company or the Customer will be responsible for negotiating and acquiring any necessary right-of-way required for the line Extension.

The Company shall have the option of performing all ditching and backfilling required for the installation of all underground wires and cables at the Customer's expense. If Company is unable

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or unwilling to do ditching and backfilling, the Customer shall do it in accordance with Company specifications.

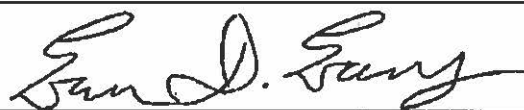
Expected annual revenue, which excludes fuel and purchased power cost, is to be estimated by applying current rates to Customer's estimated load data. Average-use data may be used to calculate annual revenue when appropriate, for example, if Customer's load is highly sensitive.

A suitable return, as used in this rule, is provided when an economic analysis results in a return on the investment in plant and equipment related to the line Extension equal to or greater than the allowed return granted in Company's most recent rate case. Such economic analysis will incorporate estimated annual revenue, operating and maintenance expenses, line Extension cost, other costs as appropriate, and expected duration of service to the new Customer.

Extensions to Customers will be made in compliance with Company's distribution standards. Each Extension shall be considered upon its individual merits and will be governed where applicable, by the following Extension policy statements and exhibits:

- A. Except for service to Customers specifically addressed in paragraphs B., C., and D. below, Company will make an Extension at its cost to Customers who qualify for service under its applicable tariffs when the cost of the Extension does not exceed 3.0 times the expected annual revenue to be derived from such Extension, excluding any fuel and purchased power cost revenue. Customer shall pay to Company a nonrefundable contribution in aid of construction, all costs of such Extension which exceed 3.0 times the expected annual revenue figure described in the preceding sentence.
- B. Primary and Secondary General Service: Due to the complexities and substantial costs often involved in this type of service Extension, each request for service will be evaluated on its individual costs and benefits. For Customers requesting service for oil or natural gas production, Company will extend a primary voltage above 2.4 kV but less than 69 kV to Customer's oil or gas field lease or boundary line.

Company will extend its facilities to serve Customers qualifying for service under its Primary and Secondary General Service Tariff based upon the following guidelines.

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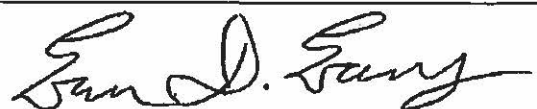
ELECTRIC TARIFF

RULES, REGULATIONS AND CONDITIONS OF SERVICE

General Policy: (cont.)

1. For Extensions costing \$300,000 or less, Company will extend service at its cost when the total cost of service does not exceed the expected annual revenue multiplied by a factor of 3.0, excluding any fuel and purchased power cost revenue. Customer shall pay to Company a nonrefundable contribution in aid of construction, all costs for such Extension which exceed 3.0 times the expected annual revenue figure described in the preceding sentence. In addition, Company shall gross up the non-refundable contribution amount to account for taxes associated with the non-refundable contribution.
 2. For Extensions costing more than \$300,000, Company will make the Extension at its cost if the expected revenue from the service provides a suitable return. Extensions requiring an excessive expenditure in relation to revenue shall be made only when Customer makes a nonrefundable contribution in aid of construction, thereby lowering Company's investment in the extension to an amount on which suitable return can be realized. In addition, Company shall gross up the non-refundable contribution amount to account for taxes associated with the non-refundable contribution.
 3. A Service Agreement or Special Contract may be required by Company to be executed prior to extending service. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.
- C. Extension policies defining other specific service conditions are included in the following exhibits:
1. Underground Distribution Extension – Exhibit "A"
 2. Residential Development Extension – Exhibit "B"
 3. Municipal Requested Streetlight Extension – Exhibit "C"

Any request for an Extension that cannot be agreeably resolved between Company and Customer shall be referred to the regulatory body having jurisdiction.



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EXHIBIT A

Extension Policy

TITLE: Underground Distribution Extension.

PURPOSE: To establish a policy under which Company can extend its electric facilities for the above titled service. Company's tariffs covering electricity consumption are all based on service being supplied by normal overhead facilities. Requirements imposed on the owner or developer, herein called owner, under this policy are designed so that Company may provide underground service when requested by the owner without causing undue hardship on other Customers of the Company. Undue hardship is placed on other Customers of the Company when Company's cost of making the requested extension is such that the revenues to be derived from the extension will not provide a suitable return as described in the Company's Rules, Regulations and Conditions of Service-Extensions to Customers.

POLICY DEFINITION: Company will provide a distribution system placed underground utilizing pad mounted type transformers and enclosures. The distribution system may provide single or three phase, three or four wire service at a nominal 120/240 Volts, 120/208 Volts or 277/480 Volts at a Point of Delivery acceptable to Company. Metering will be provided and installed by the Company.

REQUIREMENTS FOR OWNER: The owner shall provide, at no expense to Company, the following:

- A. **Survey and Plats:** Certified plats identifying property corners that have been located on the ground by a qualified surveyor in a Company approved format.
- B. **Easements and Rights-of-Way:** Valid easements and rights-of-way, as required by the Company, to cover the distribution system.
- C. **Ditching and Backfilling:** All ditching and backfilling required for the installation of all underground wires and cables, in accordance with Company specifications.
- D. **Compliance with Company Standards:** All aspects of interconnection shall comply with Company standards, electrical codes and the rules of the jurisdiction having authority.

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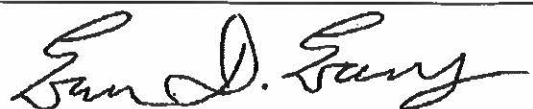
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EXHIBIT A

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Extension Policy

- E. Contribution in Aid of Construction:** Company will make an Extension at its cost to Customers who qualify for service under its applicable tariffs, when the cost of the Extension does not exceed 3.0 times the expected annual revenue to be derived from such Extension, excluding any fuel and purchased power cost revenue. Customer shall pay to Company a nonrefundable contribution in aid of construction, all costs of such Extension which exceed 3.0 times the expected annual revenue figure described in the preceding sentence. In addition, Company shall gross up the non-refundable contribution amount to account for taxes associated with the non-refundable contribution.
- F. Overhead to Underground Conversion:** Company will agree to place existing or future feeder circuits and distribution lines underground only when the cost is borne by the owner or others. Costs associated with such underground feeder circuits and distribution lines shall be determined by Company.



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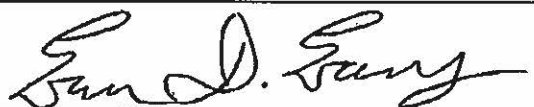
TITLE: Residential Development Extension.

PURPOSE: The purpose of this Extension policy is to establish a means by which Company can provide requested extensions of electric distribution facilities into a specific residential development area for service to future Company Customers within that area without causing an undue hardship on other Company Customers. Undue hardship is placed on other Customers when Company's cost of making a requested extension is such that the revenue to be derived from the extension will not provide a suitable return to the Company.

AVAILABILITY: Extension of electric distribution facilities is available to any developer engaged in subdividing a contiguous parcel of land, located within Company's Texas service area, into specified lots or tracts intended for sale or lease and utilization as lots for residential occupancy. However, the development must be under the control of a responsible developer who shall comply with the terms and conditions of this policy.

STATEMENT OF POLICY:

1. Company will extend a primary voltage line to serve the development, including a secondary voltage line ("Extension").
2. Developer will provide a non-refundable contribution in aid of construction in the amount of Company's estimated total cost of the Extension. In addition, Company shall gross up the non-refundable contribution amount to account for taxes associated with the non-refundable contribution.
3. Company may make other extensions, alterations, or additions to the Extension for service to Customers outside of the development.
4. Upon the request of any owner of a lot within the development, Company will extend service from the Extension to the Point of Delivery in accordance with Company's Rules, Regulations and Conditions of Service.
5. The subdivided parcel of land shall be defined by a recorded plat, a copy of which shall be provided to Company in Company's approved format.



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Extension Policy

6. The developer shall provide at no expense to Company, valid easements and rights-of-way as required by Company covering all Company's facilities

STREET LIGHTING: Company will provide street lighting requested by a Municipal Authority having jurisdiction within the specified area being developed under this policy provided that the type of lighting requested is compatible with the distribution system, and the Municipal Authority agrees to the monthly service charges specified on the applicable tariffs.

Installed costs for all street light facilities for the requested type of service will be included with any required distribution extension costs for extension cost calculation purposes.

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EXHIBIT C

Extension Policy

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TITLE: Municipal Requested Streetlight Extension.

PURPOSE: The purpose of this Extension policy is to establish a means by which Company can provide Municipal Requested Streetlights in any developed area that the requesting Municipal Authority has jurisdiction without causing an undue hardship on other Company Customers. Undue hardship is placed on other Customers when Company's cost of making a requested extension is such that the revenue to be derived from the extension will not provide a suitable return to Company.

AVAILABILITY: Extension of electric distribution facilities is available in any previously developed area being under the jurisdiction of the requesting Municipal Authority located within Company's Texas service area.

STATEMENT OF POLICY:

1. Company will install and maintain all necessary facilities as determined by Company to fulfill the Municipal Authorities request.
2. Municipal Authority will provide Company with a letter including, but not limited to, the following:
 - a. Location of Streetlight(s)
 - b. Number of Streetlights desired at each location
 - c. Type of Streetlight(s) desired at each location
3. Company will make the Extension at its cost when the total cost of service does not exceed the total streetlight allowance. The streetlight allowance shall be the expected annual revenue for the requested streetlight multiplied by a factor of 3.0, excluding any fuel and purchased power cost revenue. The Municipal Authority shall pay to Company a nonrefundable contribution in aid of construction, all costs which exceed the total streetlight allowance. In addition, Company shall gross up the non-refundable contribution amount to account for taxes associated with the non-refundable contribution.

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EXHIBIT C

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Extension Policy

4. A streetlight will be provided that is compatible with the distribution system given that the requesting Municipal Authority agrees to the monthly service charges specified on the applicable tariffs.

Effective Date August 27, 2020

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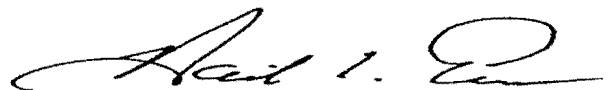
17. METERING

- (a) **Use of meter.** All electricity consumed or demanded by an electric Customer shall be charged for by meter measurements, except where otherwise provided for by the applicable rate schedule or contract.
- (b) **Installation.** Unless otherwise authorized by the Commission, the Company shall provide and install and shall continue to own and maintain all meters necessary for the measurement of electric energy to its Customers.
- (c) **Standard type.** All meters shall be of a standard type which meets industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.
- (d) **Location of meters.**
 - (1) Meters and service switches in conjunction with the meter shall be installed in accordance with the latest revision of American National Standards Institute (ANSI), Incorporated, Standard C12 (American National Code for Electricity Metering), or other standards as may be prescribed by the Commission, and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Customer.
 - (2) Customer shall provide, without cost to the Company, at a suitable and easily accessible location:
 - (A) sufficient and proper space for installation of meters and other apparatus of the Company;
 - (B) meter board;

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17. METERING

- (C) meter loop;
- (D) safety service switches when required; and
- (E) an adequate anchor for service drops.

- (3) All meters installed after the effective date of these rules shall be located as set forth in this section, provided that, where installations are made to replace meters removed from service, this section shall not operate to require any change in meter locations which were established prior to the effective date of these rules, unless the Company finds that the old location is no longer suitable or proper, or the Customer desires that the location be changed.
- (4) Where the meter location on the Customer's premises is changed at the request of the Customer, or due to alterations on the Customer's premises, the Customer shall provide and have installed at his expense, all wiring and equipment necessary for relocating the meter.

(d) Accuracy requirements.

- (1) No meter that violates the test calibration limits as set by the American National Standards Institute, Incorporated, shall be placed in service or left in service. Whenever on installation, periodic, or other tests, a meter is found to violate these limits, it shall be adjusted.
- (2) Meters shall be adjusted as closely as practicable to the condition of zero error.

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18. BILLING

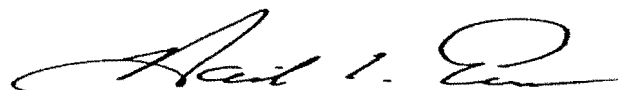
- (a) **Frequency of bills.** The Company shall issue bills monthly, unless otherwise authorized by the Commission, or unless service is provided for a period less than one month. Bills shall be issued as promptly as possible after reading meters.
- (b) **Billing information.** The Company shall provide free to the Customer a breakdown of charges at the time the service is initially installed or modified and upon request by the Customer as well as the applicable rate schedule.
- (c) **Bill content.** Each Customer's bill shall include all the following information:
 - (1) if the meter is read by the Company, the date and reading of the meter at the beginning and at the end of the billing period;
 - (2) the due date of the bill, as specified in §25.28 of the Commission's Substantive Rules (relating to Bill Payment and Adjustments);
 - (3) the number and kind of units metered;
 - (4) the applicable rate schedule and title or code should be provided upon request by the Customer;
 - (5) the total amount due after addition of any penalty for nonpayment within a designated period. The terms "gross bill" and "net bill" or other similar terms implying the granting of a discount for prompt payment shall be used only when an actual discount for prompt payment is granted. The terms shall not be used when a penalty is added for nonpayment within a designated period;
 - (6) the word "Estimated" prominently displayed to identify an estimated bill;
 - (7) any conversions from meter reading units to billing units, or any other calculations to determine billing units from recording or other devices, or any other factors used in determining the bill; and

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- (8) any amount owed under a written guarantee contract provided the guarantor was previously notified in writing by the Company as required by §25.24 of the Commission's Substantive Rules (relating to Credit Requirements and Deposits).

(d) **Estimated bills.**

- (1) The Company may submit estimated bills for good cause provided that an actual meter reading is taken no less than every third month. In months where the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months when meters are not read, the Company must provide the Customer with a postcard and request the Customer to read the meter and return the card to the Company. If the postcard is not received by the Company in time for billing, the Company may estimate the meter reading and issue a bill.
- (2) If the Company has a program in which Customers read their own meters and report their usage monthly and no meter reading is submitted by a Customer the Company may estimate the Customer's usage and issue a bill. However, the Company must read the meter if the Customer does not submit readings for three consecutive months so that a corrected bill may be issued.

Bill Payment and Adjustments

- (a) **Bill due date.** The bill provided to the Customer shall include the payment due date which shall not be less than 16 days after issuance. The issuance date is the postmark date on the envelope or the issuance date on the bill if there is no postmark on the envelope. A payment for electric utility service is delinquent if not received by the Company or at the Company's authorized payment agency by the close of business on the due date. If the sixteenth day falls on a holiday or weekend, then the due date shall be the next work day after the sixteenth day.

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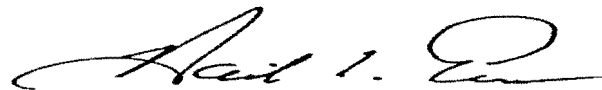
- (b) **Penalty on delinquent bills for retail service.** A one-time penalty not to exceed 5.0% may be charged on a delinquent commercial or industrial bill. The 5.0% penalty on delinquent bills may not be applied to any balance to which the penalty has already been applied. Any service the Company provides to the state of Texas shall not be assessed a fee, penalty, interest, or other charge to the state for delinquent payment of a bill.
- (c) **Overbilling.** If charges are found to be higher than authorized in the Company's tariffs, then the Customer's bill shall be corrected.
- (1) The correction shall be made for the entire period of the overbilling.
- (2) If the Company corrects the overbilling within three billing cycles of the error, it need not pay interest on the amount of the correction.
- (2) If the Company does not correct the overcharge within three billing cycles of the error, it shall pay interest on the amount of the overcharge at the rate set by the Commission each year.
- (A) The interest rate shall be based on an average of prime commercial paper rates for the previous 12 months.
- (B) Interest on overcharges that are not adjusted by the Company within three billing cycles of the bill in error shall accrue from the date of payment or from the date of the bill in error.
- (C) All interest shall be compounded monthly based on the annual rate.
- (D) Interest shall not apply to leveling plans or estimated billings.

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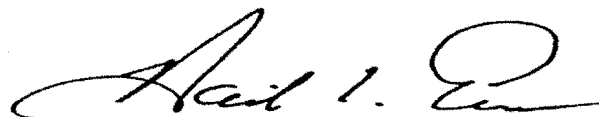
18. BILLING

- (d) **Underbilling.** If charges are found to be lower than authorized by the Company's tariffs, or if the Company failed to bill the Customer for service, then the Customer's bill may be corrected.
- (1) The Company may backbill the Customer for the amount that was underbilled. The backbilling shall not collect charges that extend more than six months from the date the error was discovered unless the underbilling is a result of theft of service by the Customer.
- (2) The Company may disconnect service if the Customer fails to pay underbilled charges.
- (3) If the underbilling is \$50 or more, the Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling. A deferred payment plan need not be offered to a Customer whose underpayment is due to theft of service.
- (4) The Company shall not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service (meter tampering, bypass, or diversion) by the Customer, as defined in §25.126 of the Commission's Substantive Rules. Interest on underbilled amounts shall be compounded monthly at the annual rate and shall accrue from the day the Customer is found to have first stolen (tampered, bypassed or diverted) the service.

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18. BILLING

(e) Disputed bills.

- (1) If there is a dispute between a Customer and the Company about a bill for service, the Company shall investigate and report the results to the Customer. If the dispute is not resolved, the Company shall inform the Customer of the complaint procedures of the Commission pursuant to §25.30 of the Commission's Substantive Rules (relating to Complaints).
- (2) A Customer's service shall not be disconnected for nonpayment of the disputed portion of the bill until the dispute is completely resolved by the Company.
- (3) If the Customer files a complaint with the Commission, a Customer's service shall not be disconnected for nonpayment of the disputed portion of the bill before the Commission completes its informal complaint resolution process and informs the Customer of its determination.
- (4) The Customer is obligated to pay any billings not disputed.

- (f) Payment arrangements.** A payment arrangement is any agreement between the Company and a Customer that allows a Customer to pay the outstanding bill after its due date but before the due date of the next bill. If the Company issued a disconnection notice before the payment arrangement was made, that disconnection should be suspended until after the due date for the payment arrangement. If a Customer does not fulfill the terms of the payment arrangements, the Company may disconnect service after the later of the due date for the payment arrangement or the disconnection date indicated in the disconnection notice, pursuant to §25.29 of the Commission's Substantive Rules without issuing an additional disconnection notice.

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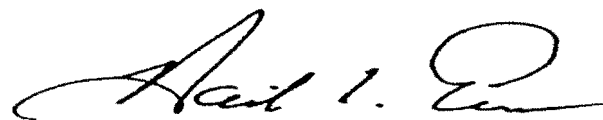
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- (g) **Deferred payment plans.** A deferred payment plan is any written arrangement between the Company and a Customer that allows a Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. A deferred payment plan may be established in person or by telephone, and all deferred payment plans shall be put in writing.
- (1) The Company shall offer a deferred payment plan to any residential Customer, including a guarantor of any residential Customer, who has expressed an inability to pay all of the bill, if that Customer has not been issued more than two disconnection notices during the preceding 12 months.
- (2) Every deferred payment plan shall provide that the delinquent amount may be paid in equal installments lasting at least three billing cycles.
- (3) When a Customer has received service from the Company for less than three months, the Company is not required to offer a deferred payment plan if the Customer lacks:
- (A) sufficient credit; or
- (B) a satisfactory history of payment for service from a previous utility.

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18. BILLING

(4) Every deferred payment plan offered by the Company:

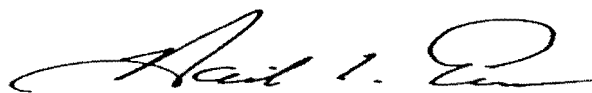
- (A) shall state, immediately preceding the space provided for the Customer's signature and in boldface type no smaller than 14 point size, the following: "If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the Company immediately and do not sign this contract. If you do not contact the Company, or if you sign this agreement, you may give up your right to dispute the amount due under the agreement except for the Company's failure or refusal to comply with the terms of this agreement." In addition, where the Customer and the Company's representative or agent meet in person, the Company's representative shall read the preceding statement to the Customer. The Company shall provide information to the Customer in English and Spanish as necessary to make the preceding boldface language understandable to the Customer;
- (B) may include a 5.0% penalty for late payment but shall not include a finance charge;
- (C) shall state the length of time covered by the plan;
- (D) shall state the total amount to be paid under the plan;
- (E) shall state the specific amount of each installment;
- (F) shall allow the Company to disconnect service if the Customer does not fulfill the terms of the deferred payment plan, and shall state the terms for disconnection;
- (G) shall not refuse a Customer participation in such a program on the basis of race, color, sex, nationality, religion, or marital status;
- (H) shall be signed by the Customer and a copy of the signed plan must be provided to the Customer. If the agreement is made over the telephone, then the Company shall send a copy of the plan to the Customer for signature; and
- (I) shall allow either the Customer or the Company to initiate a renegotiation of the deferred payment plan if the Customer's economic or financial circumstances change substantially during the time of the deferred payment plan.

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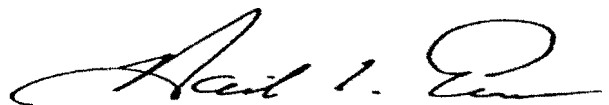
18. BILLING

- (5) The Company may disconnect a Customer who does not meet the terms of a deferred payment plan. However, the Company may not disconnect service until a disconnection notice has been issued to the Customer indicating that the Customer has not met the terms of the plan. The notice and disconnection shall conform with the disconnection rules in §25.29 of the Commission's Substantive Rules. The Company may renegotiate the deferred payment plan agreement prior to disconnection. If the Customer did not sign the deferred payment plan, and is not otherwise fulfilling the terms of the plan, and the Customer was previously provided a disconnection notice for the outstanding amount, no additional disconnection notice shall be required.

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19. APPLICATION OF RATE SCHEDULES

Rates and Optional Rates: The rates to be charged by and paid to the Company for electric service will be the rates in effect and filed with legally constituted regulatory bodies. A complete schedule of all rates legally in effect will be kept at all times at the Company's Amarillo and Austin offices where they will be available for public inspection upon request.

All changes duly made in the Company's rates or terms and conditions of service under which the Customer is served shall apply to the Customer on and after the date such changes become effective, existing contracts or Service Agreements notwithstanding.

The Customer shall not be eligible to receive service under any particular rate unless and until any necessary wiring provisions that are required to conform to metering requirements of the rate have been made, except that Company may, under unusual circumstances waive this requirement.

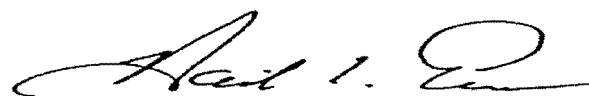
All necessary wiring changes shall be at the expense of the Customer.

Franchise Fees: 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.

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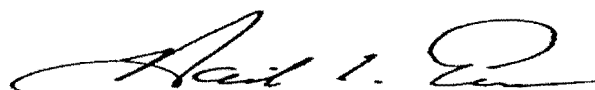
RULES, REGULATIONS AND CONDITIONS OF SERVICE

Residential and Commercial Service: Homes in which space is occasionally used for the conduct of business by a person residing therein may be served under the standard residential rate. When a portion of the dwelling is regularly used for business purposes, the electric energy used in that portion shall be separately metered and billed on an applicable commercial rate, otherwise, the entire premises will be classified as either residential or commercial, depending on the Customer's major use of service. Service rendered through one meter to recognized rooming houses will be considered commercial service, except where four rooms or less are rented to the public, then the residential rate will apply.

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20. DEPOSITS

(a) Credit requirements for permanent residential applicants.

- (1) The Company may require a residential applicant for service to establish and maintain satisfactory credit as a condition of providing service.

(A) Establishment of credit shall not relieve any Customer from complying with the Company's requirements for prompt payment of bills.

(B) The credit worthiness of spouses established during shared service in the 12 months prior to their divorce will be equally applied to both spouses for 12 months immediately after their divorce.

- (2) A residential applicant can demonstrate satisfactory credit using any one of the criteria listed in subparagraphs (A) through (C) of this paragraph.

(A) The residential applicant:

- (i) has been a Customer of any electric utility for the same kind of service within the last two years;
- (ii) is not delinquent in payment of any such electric utility service account;
- (iii) during the last 12 consecutive months of service was not late in paying a bill more than once;
- (iv) did not have service disconnected for nonpayment; and
- (v) is encouraged to obtain a letter of credit history from the applicant's previous electric utility.

(B) The residential applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of:

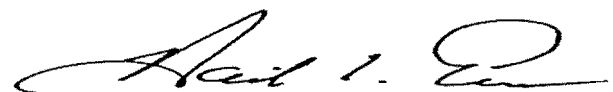
- (i) generally acceptable credit cards;
- (ii) letters of credit reference;
- (iii) the names of credit references which may be quickly and inexpensively contacted by the Company; or
- (iv) ownership of substantial equity that is easily liquidated.

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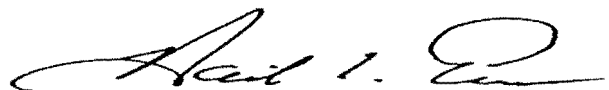
20. DEPOSITS

- (C) The residential applicant is 65 years of age or older and does not have an outstanding account balance incurred within the last two years with the Company or another electric utility for the same type of utility service.
- (3) If satisfactory credit cannot be demonstrated by the residential applicant using these criteria, the applicant may be required to pay a deposit pursuant to subsection (c) of this section.
- (b) **Credit requirements for non-residential applicants.** For non-residential service, if an applicant's credit has not been demonstrated satisfactorily to the Company, the applicant may be required to pay a deposit.
- (c) **Initial deposits.**
- (1) A residential applicant or Customer who is required to pay an initial deposit may provide the Company with a written letter of guarantee pursuant to subsection (j) of this section, instead of paying a cash deposit.
- (2) An initial deposit may not be required from an existing Customer unless the Customer was late paying a bill more than once during the last 12 months of service or had service disconnected for nonpayment. The Customer may be required to pay this initial deposit within ten days after issuance of a written termination notice that requests such deposit. Instead of an initial deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous 12 months.

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20. DEPOSITS

(d) Additional deposits.

- (1) An additional deposit may be required if:
- (A) the average of the Customer's actual billings for the last 12 months are at least twice the amount of the original estimated annual billings; and
 - (B) a disconnection notice has been issued for the account within the previous 12 months.

The Company may require that an additional deposit be paid within ten days after the Company has issued a written disconnection notice and requested the additional deposit.

- (2) Instead of an additional deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous 12 months.
- (3) The Company may disconnect service if the additional deposit is not paid within ten days of the request, provided a written disconnection notice has been issued to the Customer. A disconnection notice may be issued concurrently with either the written request for the additional deposit or current usage payment.
- (e) **Deposits for temporary or seasonal service and for weekend residences.** The Company may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service or weekend residences, as long as the policy is applied in a uniform and nondiscriminatory manner. These deposits shall be returned according to guidelines set out in subsection (k) of this section.
- (f) **Amount of deposit.** The total of all deposits shall not exceed an amount equivalent to one-sixth of the estimated annual billing.

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20. DEPOSITS

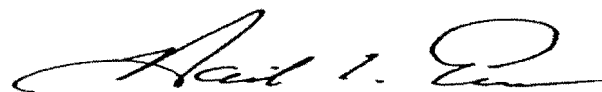
- (g) **Interest on deposits.** The Company shall pay interest on deposits at an annual rate at least equal to that set by the Commission on December 1 of the preceding year, pursuant to Texas Utilities Code §183.003 (Vernon 1998) (relating to Rate of Interest). If a deposit is refunded within 30 days of the date of deposit, no interest payment is required. If the Company keeps the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.
- (1) Payment of the interest to the Customer shall be made annually, if requested by the Customer, or at the time the deposit is returned or credited to the Customer's account.
- (2) The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.
- (h) **Notification to Customers.** When a deposit is required, the Company shall provide the applicant or Customer written information about deposits by providing the "Your Rights as a Customer" brochure, which contains the relevant information.
- (i) **Records of deposits.**
- (1) The Company shall keep records to show:
- (A) the name and address of each depositor;
- (B) the amount and date of the deposit; and
- (C) each transaction concerning the deposit.
- (2) The Company shall issue a receipt of deposit to each applicant paying a deposit and shall provide means for a depositor to establish a claim if the receipt is lost.
- (3) A record of each unclaimed deposit must be maintained for at least four years.
- (4) The Company shall make a reasonable effort to return unclaimed deposits.

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20. DEPOSITS

(j) Guarantees of residential Customer accounts.

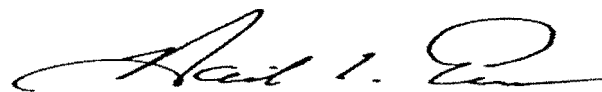
- (1) A guarantee agreement between the Company and a guarantor must be in writing and shall be for no more than the amount of deposit the Company would require on the applicant's account pursuant to subsection (f) of this section. The amount of the guarantee shall be clearly indicated in the signed agreement.
- (2) The guarantee shall be voided and returned to the guarantor according to the provisions of subsection (k) of this section.
- (3) Upon default by a residential Customer, the guarantor of that Customer's account shall be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.
- (4) The Company shall provide written notification to the guarantor of the Customer's default, the amount owed by the guarantor, and the due date for the amount owed.
 - (A) The Company shall allow the guarantor 16 days from the date of notification to pay the amount owed on the defaulted account. If the sixteenth day falls on a holiday or weekend, the due date shall be the next workday.
 - (B) The Company may transfer the amount owed on the defaulted account to the guarantor's own service bill provided the guaranteed amount owed is identified separately on the bill as required by §25.25(c)(10) of the Commission's Substantive Rules (relating to the Issuance and Format of Bills).
- (5) The Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if the disconnection was included in the terms of the written agreement, and only after proper notice as described by paragraph (4) of this subsection, and §25.29(b)(5) of the Commission's Substantive Rules (relating to Disconnection of Service).

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20. DEPOSITS

(k) Refunding deposits and voiding letters of guarantee.

- (1) If service is not connected, or is disconnected, the Company shall promptly void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided, or refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the Texas service area of the Company is not a disconnection, and no additional deposit may be required.
- (2) When the Customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive non-residential billings without having service disconnected for nonpayment of a bill and without having more than two occasions in which a bill was delinquent, and when the Customer is not delinquent in the payment of the current bills, the Company shall promptly refund the deposit plus accrued interest to the Customer, or void and return the guarantee or provide written documentation that the contract has been voided. If the Customer does not meet these refund criteria, the deposit and interest or the letter of guarantee may be retained.

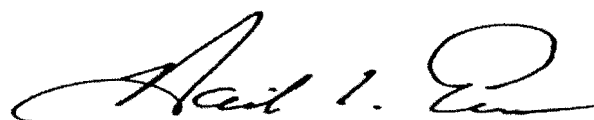
- (l) **Re-establishment of credit.** Every applicant who previously has been a Customer of the Company and whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) shall be required, before service is reconnected, to pay all amounts due the Company or execute a deferred payment agreement, if offered, and reestablish credit. The Company must prove the amount of utility service received but not paid for and the reasonableness of any charges for the unpaid service, and any other charges required to be paid as a condition of service restoration.

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21. APPLICATION OF RULES AND REGULATIONS-CONFLICTS:

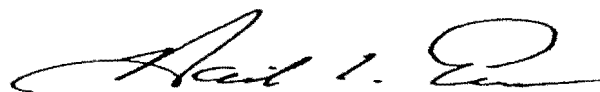
Application of Rules and Regulations: All Service Agreements at present in effect or that may be effective in the future are made expressly subject to these Rules and Regulations and any modifications hereof that may be lawfully made.

Conflicts: In case of conflict between any provision of a Rate Schedule, a Service Agreement, these Rules and Regulations, or the rules and regulations of a legally constituted regulatory body, the provision of the rules and regulations of the regulatory body takes precedence, followed by the provision of the Rate Schedule, the provisions of these Rules and Regulations, and in turn the provision of the Service Agreement.

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22. UNAUTHORIZED COMMUNICATION DEVICES

Customer-owned communication devices shall not be connected directly or by inductive coupling to meter, service entrance, secondary or other Company-owned facilities in any manner.

Devices connected to Customer's facilities which transmit signals beyond secondary distribution lines of Company are prohibited. Under no circumstances shall Company's distribution lines or transmission lines be used for transmitting signals from Customer-owned devices. If it is found that unauthorized devices are being used, Company may immediately discontinue service to Customer until the use of such unauthorized devices is discontinued.

Company shall not be liable for damage or interference caused by Customer owned communication devices.

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24. LOAD CONTROL EQUIPMENT FOR CUSTOMERS

Eligibility: The Customer's load must be of such magnitude or character that electronic recording metering is installed or could be installed under current Company policy. Demand pulse equipment only is authorized to be installed when the Customer demand is greater than 1000 kW unless Customer agrees to pay for all necessary data and time pulse equipment plus installation costs. Regardless of demand, any necessary metering changes will be at Customer's expense.

A "Data Sheet for Pulse Demand Control Equipment" (Exhibit A), shall be initiated by the division industrial or commercial sales representative who contacts the Customer. No firm commitment shall be made with the Customer until the data sheet has been reviewed by all departments indicated on the form.

Pulse service shall not be offered to Customers metered with self-contained meters.

Specifications: Data pulses and time pulses shall be furnished as agreed upon in the Electric Demand Signal Agreement (Exhibit "B"). If the Customer's equipment cannot accept the data pulse rate or the time pulse rate or the time pulse duration provided, the Customer shall be responsible for installing any equipment necessary to change it. Both data pulses and time pulses shall consist of contact closures only.

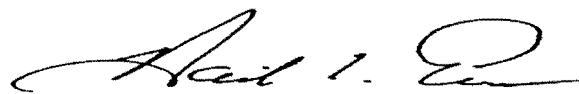
If it becomes necessary for the Company to change the pulse rate of the revenue metering equipment, the Customer shall be responsible for accepting the new pulse rate. The Company shall not provide operating voltage to the Customer's equipment. This will be furnished by the Customer in accordance with Article VI of the Electric Demand Signal Agreement.

To protect the Company's equipment, all pulse circuits provided for the Customer's use shall be fused. Maximum fuse size shall be determined by the Company. Slow-blow fuses shall not be used. The Company shall not be responsible for pulse interruptions due to blown fuses. The fuses shall be located so that, by mutual consent, the Customer may have access to them when necessary.

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24. LOAD CONTROL EQUIPMENT FOR CUSTOMERS

Cost: The initial cost to the Customer (Article I of the Electric Demand Signal Agreement) shall be determined by the Company's meter department. This cost shall include material labor, transportation, miscellaneous expenses (meals, lodging, etc.), and all applicable overheads for their installation necessary to provide the required signals. In certain cases, the Customer may be charged for totalizing and/or recording equipment.

Compensation shall be made to the Company, in advance or under such credit terms acceptable to the Company, prior to the ordering of metering equipment.

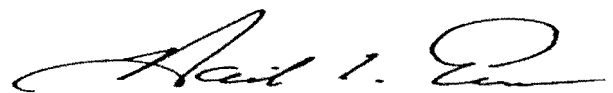
The Customer will compensate the Company for operation and maintenance expenses in accordance with Articles IV and V of the Electric Demand Signal Agreement. Expenses involved include, but are not limited to, material, labor, transportation, miscellaneous (meals, lodging, etc.), and all applicable overheads.

If the Customer's load or service changes to the extent that the metering installation must be changed, any additional costs necessary to continue the load or time contact closures will result in an additional charge to the Customer.

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DATA SHEET FOR PULSE DEMAND CONTROL EQUIPMENT

_____ Division, _____ District

Date _____

Customer _____ Account Number _____

Address _____

Previous Peak Demand KW _____ Date _____

Pulse Per KW = _____ No. Wires _____

Time Pulse Supplied: Yes ____ No ____ No. Wires _____

Maximum Contact Capacity: _____ VA

Customer Equipment Supplied By _____

Date Required _____ Date Expected _____

Other Information _____

Sales Representative _____ Date _____

Meter Supervisor _____ Date _____

Signed: _____ Date _____
Manager, Sales – Managed Accounts

Signed: _____ Date _____
Supervisor, Gas & Electric Metering

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Request Date _____ 20____

Customer Name _____ ("Customer"), Account No. _____

Service Address _____ City, _____ State, _____
(Where is work to be performed?)

Mailing Address _____ City, _____ State, _____

Customer Contact _____, Phone Number () ____ - ____

ELECTRIC PULSE AGREEMENT

The parties ("Parties") to this Electric Pulse Agreement ("Agreement") are Southwestern Public Service Company; a New Mexico corporation authorized to transact business in Texas, Oklahoma, and Kansas. ("SPS") and ("Customer") listed above.

Section 1. Agreement. Company will supply contact closures for time and/or energy pulses from Company's meter located on Customer's premises. In order to supply said pulses it shall be necessary for Company to install the necessary isolation relays with associated wiring contacts. Company will provide said contact closures when, as, and if possible, from said isolation relay, as required by Customer at a cost shown in Exhibit A, payable upon execution hereof, subject to the following conditions.

- a. Customer shall be responsible for the installation and maintenance of all wiring and Equipment on Customer's side of said isolation relay. Customer will run Customer's signal circuit and conduit into Company's junction box; said junction box to be located adjacent to Company's billing meter. Company will make the electrical connection in its junction box.
- b. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment which Customer installs to receive the special metering pulses provided for herein. The Company in no way guarantees that Customer's equipment will operate satisfactory nor the pulses the Customer receives will match exactly with the billing data.
- c. Under no circumstances shall Customer modify, or interrupt the operation of Company's relay and associated wiring.
- d. The possible failure or malfunction of Company's equipment and subsequent loss of pulse signal to the Customer's equipment shall in no way abrogate the validity of the Company's meters in establishing the energy and demand record for billing purposes or relieve Customer of obligations to pay such billed energy or demand charges.

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- e. Company reserves the right to interrupt the pulse circuit at any time without notice to Customer to perform routine or special tests or maintenance on Company billing metering
- f. Equipment, and in so doing assumes no responsibility for affecting the operation of Customer's equipment. Company will make a good faith effort to notify Customer prior to any interruption of the pulse circuit.
- g. All equipment on the Company's side of the Customer terminals of the isolation relay is and shall remain in the sole property of Company.
- h. Customer shall provide and maintain equipment capable of receiving any contact closure values and pulse rates that it may become necessary for Company to use in its billing metering system.
- i. Customer agrees to fully protect, defend, and indemnify Company, hold harmless from and against any and all claims, liability and damage including damage to Customer's equipment and premises, in any way arising, directly or indirectly out of installation and use of said relay equipment.
- j. This Agreement in no way alters or changes any contract for electric services heretofore signed by Customer and Company nor does it modify or amend the Service Rules or other ordinances under which the Company operates.
- k. This Agreement shall be binding upon the legal representatives, successor and assigns of the parties hereto, but no assignment by Customer shall be binding on Company unless accepted in writing by Company.
- l. The pulse generating equipment installed by Company hereunder shall be designed for monitoring the operation of Customer's equipment. Company does not warrant nor guarantee the efficiency or adequacy of said equipment for Customer purpose. Company will cooperate with Customer to the extent of assuring that no malfunction exists in Company's equipment. Work of this nature will be billed to Customer, unless actual trouble is found within Company's equipment.

Section 2. Term. The term ("Term") of this Agreement shall begin on the earlier of (i) the date on which Customer first receives pulse metering information under this Agreement or (ii) the _____ meter reading date, and shall continue for a period of 18 months. Upon the expiration of the Term, this Agreement shall be automatically extended from year to year (Extended Term) unless terminated pursuant to Section 3 ("Termination").

Section 3. Termination. Either Party may terminate this Agreement at the end of the Term or at any time during the Extended Term, by delivering to other Party written notice thirty (30) days prior to the intended date of termination.

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Section 4. Modification. This Agreement may be modified to comply with all published rules of service of SPS (or rules, regulations, or orders of any regulatory body having jurisdiction) as they may be changed from time to time.

Section 5. Rights to Discontinue Service. SPS reserves the right at any time to discontinue service to Customer in accordance with the rules and regulations of SPS as approved by the regulatory body having jurisdiction.

Section 6. Additional Terms. Additional terms and conditions applicable to this Agreement are:

Section 7. Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. No other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either Party, which is not contained in this Agreement, shall be binding or valid.

Section 9. Captions. The captions preceding the text of each Section of this Agreement are included only for convenience of reference and shall be disregarded in the construction of this Agreement.

SIGNED THIS _____ day of _____, _____.

SOUTHWESTERN PUBLIC SERVICE COMPANY

CUSTOMER

By: _____

By: _____

Its _____

Its _____

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26. CUSTOMER COMPLAINTS

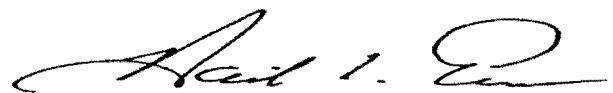
Customers may complain to the Company by letter, or by telephone. When the Company receives a complaint, it will investigate the matter and tell the Customer the results of the investigation within 21 days.

If the Customer is not satisfied with the results of the investigation, the Company will provide the Customer information concerning the Commission's complaint process, together with the address and telephone numbers of the Commission's Consumer Affairs Division.

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SOUTHWESTERN PUBLIC SERVICE COMPANY

ELECTRIC TARIFF

RULES, REGULATIONS AND CONDITIONS OF SERVICE

28. RETAIL ELECTRIC SWITCHOVERS

A request to switch service to a consuming facility to another utility that has the right to serve the facility shall be handled pursuant to Public Utility Commission of Texas Substantive Rule §25.27, a copy of which will be provided upon request.

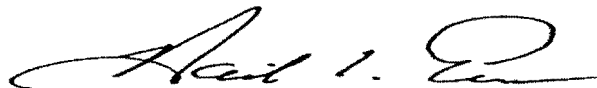
Base Charge: \$140

Base Charge Adder: \$10

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29. RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY

All landlords and property managers responsible for residential rental units shall sign both a residential billing of vacant rental property agreement and select either the Automatic Turn On ("ATO") option or the Lock On Disconnect ("LOD") option. If a landlord/property manager declines to sign both a residential billing of vacant rental property agreement and select the ATO option, their accounts will be defaulted to the LOD option. The landlord/property manager may change their selection by written notice to the Company at any time. The residential billing of vacant rental property agreement may be canceled for only the affected buildings if a landlord/property manager's account becomes delinquent.

AUTOMATIC TURN ON OPTION (ATO)

If the landlord/property manager selects the ATO option, the company shall bill the landlord/property manager for electric service in unoccupied rental unit(s) during periods of tenant vacancies. Electric service for vacant rental unit(s) will remain in the landlord/property manager's name until 1) a new tenant becomes the Customer of record 2) the landlord/property manager (as agent for the tenant) applies for service, or 3) the landlord/property manager submits a request to cancel the ATO option in its entirety. If the ATO option is in effect, billings shall be the responsibility of the landlord/property manager if a new tenant occupies the rental unit but fails to apply for service.

LOCK ON DISCONNECT OPTION (LOD)

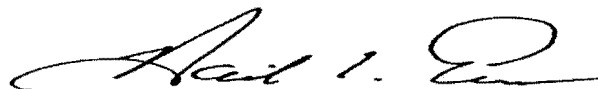
If the landlord/property manager selects the LOD option, service in rental unit(s) will be disconnected when the Company is notified that the tenant has vacated the property. Service in rental unit(s) will be reconnected when there is a new service request. Reconnection fees will apply. Landlord will be assessed the after hours connection charges if the meter is reconnected to prep the rental unit after hours prior to the new tenant moving in. Landlord will be responsible for payment of all the Company services until the new tenant assumes service in their name.

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29. RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY

START/STOP SERVICE NOTIFICATION

Tenant has the right to start or stop service in rental unit(s) by notifying the Company. Alternatively, the tenant may start or stop service in rental unit(s) by completing a "residential tenant authorization form for tenant or landlord to start service" and/or a "residential tenant authorization form for tenant or landlord to stop service" which authorizes the landlord/property manager to start or stop rental unit(s) service in tenant's name. Under the terms of this form, the tenant is the user of the service in rental unit(s) and is responsible for payment of all the Company services from the service start date through the service stop date, which are selected and communicated by the tenant to the landlord/property manager.

As stated in the residential tenant authorization form for tenant or landlord to start service and residential tenant authorization form for tenant or landlord to stop service, if the tenant fails to notify the Company or the landlord/property manager of the service stop date, they will be responsible for all the Company charges. If the tenant completes either form, the landlord/property manager is to fax the form to the Company within one business day. If discrepancies arise pertaining to when the tenant actually left, either the landlord and/or tenant may be required to submit an affidavit attesting to proof of user of service in rental unit(s). Other acceptable documents such as signed and dated tenant move-out documentation may be requested from the landlord and/or tenant.

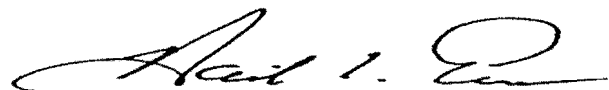
RENTAL PROPERTY OWNERSHIP CHANGES

Changes to either the ATO option or LOD option due to sale or transfer of ownership of facilities must be communicated to the Company in writing within three business days to avoid possible late payment charges or other billing issues. The user of the energy is the person responsible for the payment of the energy bill. Non-energy usage issues are between the tenant and the landlord/property Manager.

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30. DEDUCT AND ANCILLARY METERS

PURPOSE: Subject to the execution of a Special Metering Agreement between Company and all parties involved, Company will allow the installation of Deduct Meters or Ancillary Meters after considering the following:

- Characteristics of the load being served
- Cost to construct new facilities to serve the Customer from Company facilities or from Customer owned facilities.
- Expectation of neighboring Customer load additions.
- Future plans for expansion by Company or either Customer involved.

CONDITIONS OF SERVICE: A Deduct Meter or Ancillary Meter is used when a Customer requests electric service in an area where Company supplies electric service to another Customer ("Customer A") at a voltage greater than 2.4 kV at Customer A's Point of Delivery. If Customer A's facilities are in close proximity to the location of the Customer that is requesting service ("Customer B"), occasionally it is more cost effective for Customer B's service to be provided by facilities owned by Customer A rather than Company constructing new facilities to serve Customer B's load.

When this situation occurs, Customer B's electric service is provided through Customer A's facilities and SPS will install a meter at Customer B's location.

As long as Customer B is receiving service through the use of Customer A's facilities, Company is not liable to Customer B for any interruptions of service, losses or damages that Customer B may incur. Company shall not be held responsible to perform any maintenance on Customer A's or Customer B's facilities.

A Deduct or Ancillary meter may not be used unless and until a special metering agreement has been executed in writing by all parties. Customer A or Customer B may refuse to enter into such an agreement at the sole discretion of either Customer. A special metering agreement shall continue in effect until terminated, which termination may be provided for by Customer A, Customer B or Company giving written notice of such termination to the other two parties at least ninety (90) days in advance of the date of termination.

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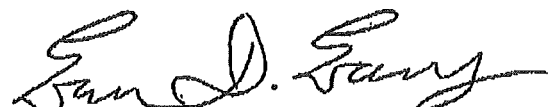
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SINGLE PHASE CUSTOMERS: When Customer B requests single phase service from facilities owned by Customer A, Company will estimate the cost to directly serve this Customer and calculate the Contribution in Aid to Construction (CIAC) in accordance with its standard line extension policy. If Company determines the CIAC to be equal to or greater than \$23,500, SPS will consider allowing Customer B to receive service from Customer A's facilities and will meter Customer B utilizing either a Deduct or Ancillary Meter pursuant to a signed Special Metering Agreement between Company, Customer A and Customer B.

THREE PHASE CUSTOMERS: When Customer B requests three phase service from facilities owned by Customer A, Company will estimate the cost to directly serve this Customer and calculate the CIAC in accordance with its standard line extension policy. If Company determines the CIAC to be equal to or greater than \$84,000, Company will consider allowing Customer B to receive service from Customer A and will meter Customer B utilizing a Deduct or Ancillary Meter pursuant to a signed Special Metering Agreement between Company, Customer A and Customer B.

METERING AND BILLING SPECIFICATIONS: If the Company has installed a Primary Meter at Customer A's Point of Delivery, the Company will install a Deduct Meter at Customer B's Point of Service to measure Customer B's energy usage and demand. Company agrees to subtract Customer B's energy usage as recorded on Customer B's Deduct Meter from the energy usage that is recorded on Customer A's Primary Meter.

If Company has not installed a Primary Meter at Customer A's Point of Delivery and is instead metering Customer A through a secondary meter or secondary meters, Company will install an Ancillary Meter to record Customer B's energy usage and demand. Without a meter installed at Customer A's Point of Delivery, Customer A's and Customer B's energy usage and demand will be metered separately at all times as there will be no electrical connection between Customer A's secondary meter(s) and Customer B's electrical load.

CHANGE OF OWNERSHIP: Change of Ownership shall be governed by the contract between Company and involved parties.

Effective Date June 11, 2015

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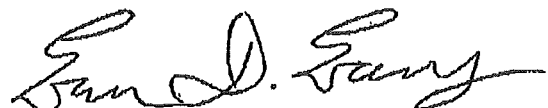
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REGIONAL VICE PRESIDENT RATES AND
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31. TEMPORARY OR PERMANENT RELOCATION/MODIFICATION OF COMPANY FACILITIES AND FEES.

PURPOSE: A Customer, Customer's authorized representative, or other legal responsible party (collectively, "Requesting Party") may request the Company make changes in existing overhead or underground systems or facilities. Such requests must be made at least seven days prior to the date when the Requesting Party desires the change to be made. The Company shall undertake reasonable efforts to meet the proposed date when the Requesting Party desires the change to be made.

CONDITIONS OF SERVICE: The Company shall assess the full cost to undertake such changes (including but not limited to any governmental assessment, fee or tax, including any income tax which may be due by Company on any such payments) to the Customer or non-Customer. The Customer or non-Customer shall pay the full cost of the work being performed, including costs resulting from late arrival of customer equipment, representatives, or contractors. The Company shall undertake reasonable efforts to complete the relocation by the date requested; however, all work will be scheduled by the Company after consultation with the Requesting Party. The Company may alter the notice requirements herein as necessary to accommodate special or extraordinary circumstances.

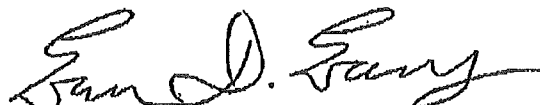
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