

**MONTHLY SERVICER'S CERTIFICATE**  
(TO BE DELIVERED EACH MONTH PURSUANT TO SECTION 3.01(b)(i)  
OF THE SERIES 2004-1 TRANSITION PROPERTY SERVICING AGREEMENT)

ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: August 2007**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 3,800,338.86	\$ 3,199,649.23	\$ 3,199,649.23
General Service Secondary		\$ 3,303,367.58	\$ 3,068,087.25	\$ 3,068,087.25
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 376,817.24	\$ 371,009.66	\$ 371,009.66
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 238,916.00	\$ 246,944.21	\$ 246,944.21
Lighting Service	\$0.001230 / kWh	\$ 49,577.00	\$ 43,578.45	\$ 43,578.45
Instantaneous Interruptible	\$0.148 / kW	\$ 135,639.75	\$ 137,805.16	\$ 137,805.16
Noticed Interruptible	\$0.233 / kW	<u>\$ 198,533.51</u>	<u>\$ 201,504.13</u>	<u>\$ 201,504.13</u>
Total		\$ 8,103,189.94	\$ 7,268,578.09	\$ 7,268,578.09

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 7<sup>th</sup> day of September, 2007.

ONCOR ELECTRIC DELIVERY COMPANY,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Assistant Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
(TO BE DELIVERED EACH MONTH PURSUANT TO SECTION 3.01(b)(i)  
OF THE SERIES 2004-1 TRANSITION PROPERTY SERVICING AGREEMENT)

ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: September 2007**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 4,118,381.84	\$ 3,849,126.34	\$ 3,849,126.34
General Service Secondary		\$ 3,396,817.28	\$ 3,465,554.23	\$ 3,465,554.23
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 391,150.20	\$ 364,717.74	\$ 364,717.74
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 238,611.73	\$ 241,643.62	\$ 241,643.62
Lighting Service	\$0.001230 / kWh	\$ 49,438.05	\$ 60,882.79	\$ 60,882.79
Instantaneous Interruptible	\$0.148 / kW	\$ 141,697.37	\$ 105,107.63	\$ 105,107.63
Noticed Interruptible	\$0.233 / kW	<u>\$ 206,174.88</u>	<u>\$ 201,696.84</u>	<u>\$ 201,696.84</u>
Total		\$ 8,542,271.35	\$ 8,288,729.19	\$ 8,288,729.19

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 4<sup>th</sup> day of October, 2007.

ONCOR ELECTRIC DELIVERY COMPANY,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Assistant Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company LLC, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: October 2007**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 3,314,893.76	\$ 3,975,777.45	\$ 3,975,777.45
General Service Secondary		\$ 3,290,902.23	\$ 3,338,101.92	\$ 3,338,101.92
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 374,764.07	\$ 403,557.58	\$ 403,557.58
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 237,609.45	\$ 234,682.59	\$ 234,682.59
Lighting Service	\$0.001230 / kWh	\$ 49,575.33	\$ 36,985.06	\$ 36,985.06
Instantaneous Interruptible	\$0.148 / kW	\$ 137,298.86	\$ 167,213.97	\$ 167,213.97
Noticed Interruptible	\$0.233 / kW	<u>\$ 209,649.40</u>	<u>\$ 207,078.33</u>	<u>\$ 207,078.33</u>
Total		\$ 7,614,693.10	\$ 8,363,396.90	\$ 8,363,396.90

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 7<sup>th</sup> day of November, 2007.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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OF THE SERIES 2004-1 TRANSITION PROPERTY SERVICING AGREEMENT)

ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company LLC, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: November 2007**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 2,217,437.16	\$ 3,473,751.56	\$ 3,473,751.56
General Service Secondary		\$ 3,158,952.88	\$ 3,239,427.75	\$ 3,239,427.75
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 364,809.64	\$ 375,924.96	\$ 375,924.96
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 231,778.63	\$ 230,112.34	\$ 230,112.34
Lighting Service	\$0.001230 / kWh	\$ 49,612.39	\$ 47,251.42	\$ 47,251.42
Instantaneous Interruptible	\$0.148 / kW	\$ 143,676.35	\$ 135,177.89	\$ 135,177.89
Noticed Interruptible	\$0.233 / kW	<u>\$ 202,872.46</u>	<u>\$ 217,958.64</u>	<u>\$ 217,958.64</u>
Total		\$ 6,369,139.51	\$ 7,719,604.56	\$ 7,719,604.56

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 7<sup>th</sup> day of December, 2007.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company LLC, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: December 2007**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 2,618,064.66	\$ 2,752,268.69	\$ 2,752,268.69
General Service Secondary		\$ 3,152,255.41	\$ 3,707,554.71	\$ 3,707,554.71
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 351,830.73	\$ 410,386.94	\$ 410,386.94
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 263,276.24	\$ 258,512.18	\$ 258,512.18
Lighting Service	\$0.001230 / kWh	\$ 51,537.13	\$ 62,561.36	\$ 62,561.36
Instantaneous Interruptible	\$0.148 / kW	\$ 143,042.75	\$ 166,324.26	\$ 166,324.26
Noticed Interruptible	\$0.233 / kW	<u>\$ 198,120.58</u>	<u>\$ 212,809.54</u>	<u>\$ 212,809.54</u>
Total		\$ 6,778,127.50	\$ 7,570,417.68	\$ 7,570,417.68

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 8<sup>th</sup> day of January, 2008.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company LLC, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: January 2008**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 3,467,542.69	\$ 2,474,581.06	\$ 2,474,581.06
General Service Secondary		\$ 3,132,469.22	\$ 3,000,193.88	\$ 3,000,193.88
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 350,959.28	\$ 345,260.84	\$ 345,260.84
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 235,062.58	\$ 252,795.18	\$ 252,795.18
Lighting Service	\$0.001230 / kWh	\$ 54,444.00	\$ 56,143.76	\$ 56,143.76
Instantaneous Interruptible	\$0.148 / kW	\$ 136,192.39	\$ 136,902.53	\$ 136,902.53
Noticed Interruptible	\$0.233 / kW	<u>\$ 195,132.25</u>	<u>\$ 200,997.66</u>	<u>\$ 200,997.66</u>
Total		\$ 7,571,802.41	\$ 6,466,874.91	\$ 6,466,874.91

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 8<sup>th</sup> day of February, 2008.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

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Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

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**SERIES 2004-1 COLLECTION PERIOD: February 2008**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 3,081,069.84	\$ 3,024,224.43	\$ 3,024,224.43
General Service Secondary		\$ 3,188,059.05	\$ 2,800,767.76	\$ 2,800,767.76
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 350,019.49	\$ 320,468.68	\$ 320,468.68
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 243,180.56	\$ 223,712.58	\$ 223,712.58
Lighting Service	\$0.001230 / kWh	\$ 49,971.91	\$ 38,550.22	\$ 38,550.22
Instantaneous Interruptible	\$0.148 / kW	\$ 197,133.58	\$ 180,857.80	\$ 180,857.80
Noticed Interruptible	\$0.233 / kW	<u>\$ 195,132.25</u>	<u>\$ 200,997.66</u>	<u>\$ 200,997.66</u>
Total		\$ 7,251,787.32	\$ 6,716,190.89	\$ 6,716,190.89

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 10<sup>th</sup> day of March, 2008.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

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**SERIES 2004-1 COLLECTION PERIOD: March 2008**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 2,537,116.37	\$ 3,366,115.66	\$ 3,366,115.66
General Service Secondary		\$ 3,085,710.03	\$ 3,347,085.87	\$ 3,347,085.87
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 345,242.57	\$ 350,331.43	\$ 350,331.43
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 241,061.59	\$ 246,314.73	\$ 246,314.73
Lighting Service	\$0.001230 / kWh	\$ 49,591.51	\$ 65,005.78	\$ 65,005.78
Instantaneous Interruptible	\$0.148 / kW	\$ 139,326.95	\$ 139,462.04	\$ 139,462.04
Noticed Interruptible	\$0.233 / kW	<u>\$ 202,361.22</u>	<u>\$ 197,479.97</u>	<u>\$ 197,479.97</u>
Total		\$ 6,600,410.24	\$ 7,711,795.48	\$ 7,711,795.48

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 10<sup>th</sup> day of April, 2008.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**MONTHLY SERVICER'S CERTIFICATE**  
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ONCOR ELECTRIC DELIVERY TRANSITION BOND COMPANY LLC,  
Series 2004-1 Bonds

Oncor Electric Delivery Company LLC, as Servicer

Pursuant to the Series 2004-1 Transition Property Servicing Agreement dated as of June 7, 2004 (the "Series 2004-1 Transition Property Servicing Agreement") between Oncor Electric Delivery Company LLC, as Servicer, and Oncor Electric Delivery Transition Bond Company LLC, as Issuer, the Servicer does hereby certify as follows:

**SERIES 2004-1 COLLECTION PERIOD: April 2008**

<u>Customer Class</u>	a. Series 2004-1 Transition Charges in <u>Effect</u>	b. Series 2004-1 Transition Charges <u>Billed</u>	c. Actual Series 2004-1 Transition Charge Payments <u>Received</u>	d. Series 2004-1 Transition Charge Remittances Made to <u>Trustee</u>
Residential Service	\$0.000969 / kWh	\$ 2,132,962.81	\$ 2,539,676.05	\$ 2,539,676.05
General Service Secondary		\$ 3,078,221.08	\$ 2,977,622.74	\$ 2,977,622.74
Non-demand	\$0.000684 / kWh			
Demand	\$0.264 / kW			
General Service Primary		\$ 364,737.10	\$ 347,956.77	\$ 347,956.77
Non-demand	\$0.000309 / kWh			
Demand	\$0.237 / kW			
High Voltage Service	\$0.143 / kW	\$ 235,017.62	\$ 257,340.89	\$ 257,340.89
Lighting Service	\$0.001230 / kWh	\$ 49,494.16	\$ 35,425.59	\$ 35,425.59
Instantaneous Interruptible	\$0.148 / kW	\$ 143,673.54	\$ 157,453.48	\$ 157,453.48
Noticed Interruptible	\$0.233 / kW	<u>\$ 196,209.09</u>	<u>\$ 205,461.58</u>	<u>\$ 205,461.58</u>
Total		\$ 6,200,315.40	\$ 6,520,937.10	\$ 6,520,937.10

Capitalized terms used herein have their respective meanings set forth in the Series 2004-1 Transition Property Servicing Agreement.

In WITNESS HEREOF, the undersigned has duly executed and delivered this Monthly Servicer's Certificate this 6th day of May, 2008.

ONCOR ELECTRIC DELIVERY COMPANY LLC,  
as Servicer

By: /s/ John M. Casey  
Name: John M. Casey  
Title: Treasurer

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.1.1 Delivery System Charges**

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 15, 20072008

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## **6.1.1.7.1- Rider TC2 - Transition Charge**

### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.1.1 Delivery System Charges**

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 15, 2007/2008

Sheet: 7

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- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPI1, GPRTPI1, HVRTPI1, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

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maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

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- and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.
5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
  6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
    - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
    - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
    - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
  7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
  8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Transition Charge Factor 2 (TCF2)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>	<u>General Service Primary</u>	<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
<u>May 28, 2008</u>	<u>0.000948 \$/kWh</u>	<u>0.000179 \$/kWh or .266 \$/kW</u>	<u>0.000390 \$/kWh or .280 \$/kW</u>	<u>0.077 \$/kW</u>	<u>0.001219 \$/kWh</u>	<u>0.142 \$/kW</u>	<u>0.234 \$/kW</u>
May 25, 2007	0.000969 \$/kWh	0.000684 \$/kWh or 0.264 \$/kW	0.000309 \$/kWh or 0.237 \$/kW	0.143 \$/kW	0.001230 \$/kWh	0.148 \$/kW	0.233 \$/kW
May 30, 2006	0.000993 \$/kWh	0.000374 \$/kWh or 0.272 \$/kW	0.000594 \$/kWh or 0.336 \$/kW	0.168 \$/kW	0.001197 \$/kWh	0.139 \$/kW	0.294 \$/kW
May 31, 2005	0.000958 \$/kWh	0.000826 \$/kWh or 0.366 \$/kW	0.000378 \$/kWh or 0.289 \$/kW	0.146 \$/kW	0.001360 \$/kWh	0.163 \$/kW	0.161 \$/kW
November 30, 2004	0.001164 \$/kWh	0.000577 \$/kWh or 0.163 \$/kW	0.000799 \$/kWh or 0.355 \$/kW	0.149 \$/kW	0.001343 \$/kWh	0.146 \$/kW	0.316 \$/kW
June 30, 2004	0.000966 \$/kWh	0.000970 \$/kWh or 0.282 \$/kW	0.000654 \$/kWh or 0.296 \$/kW	0.205 \$/kW	0.001277 \$/kWh	0.113 \$/kW	0.195 \$/kW

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## **6.1.1.7.1- Rider TC2 - Transition Charge**

### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

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- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

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maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

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and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Transition Charge Factor 2 (TCF2)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>	<u>General Service Primary</u>	<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
May 28, 2008	0.000948 \$/kWh	0.000179 \$/kWh or .266 \$/kW	0.000390 \$/kWh or .280 \$/kW	0.077 \$/kW	0.001219 \$/kWh	0.142 \$/kW	0.234 \$/kW
May 25, 2007	0.000969 \$/kWh	0.000684 \$/kWh or 0.264 \$/kW	0.000309 \$/kWh or 0.237 \$/kW	0.143 \$/kW	0.001230 \$/kWh	0.148 \$/kW	0.233 \$/kW
May 30, 2006	0.000993 \$/kWh	0.000374 \$/kWh or 0.272 \$/kW	0.000594 \$/kWh or 0.336 \$/kW	0.168 \$/kW	0.001197 \$/kWh	0.139 \$/kW	0.294 \$/kW
May 31, 2005	0.000958 \$/kWh	0.000826 \$/kWh or 0.366 \$/kW	0.000378 \$/kWh or 0.289 \$/kW	0.146 \$/kW	0.001360 \$/kWh	0.163 \$/kW	0.161 \$/kW
November 30, 2004	0.001164 \$/kWh	0.000577 \$/kWh or 0.163 \$/kW	0.000799 \$/kWh or 0.355 \$/kW	0.149 \$/kW	0.001343 \$/kWh	0.146 \$/kW	0.316 \$/kW
June 30, 2004	0.000966 \$/kWh	0.000970 \$/kWh or 0.282 \$/kW	0.000654 \$/kWh or 0.296 \$/kW	0.205 \$/kW	0.001277 \$/kWh	0.113 \$/kW	0.195 \$/kW

**Notice of Ownership of Transition Charges**

Invoices for delivery services sent by Oncor Electric Delivery Company LLC ("Oncor") to Retail Electric Providers include transition charges. Pursuant to the Financing Order issued in PUC Docket No. 25230 and the servicing agreements pursuant to which Oncor services transition bonds, the following notice is periodically required.

The amounts billed the Retail Electric Providers by Oncor include transition charges which were authorized by the Financing Order issued by the Public Utility Commission of Texas on August 5, 2002 in PUC Docket No. 25230. The transition charges billed by Oncor are being collected on behalf of Oncor Electric Delivery Transition Bond Company LLC, which owns the transition charges and the associated transition property. The transition charges are not owned by Oncor, but Oncor has been duly authorized to collect them.

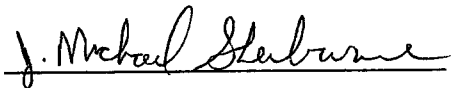
**AFFIDAVIT OF J. MICHAEL SHERBURNE**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**BEFORE ME**, the undersigned authority, on this day personally appeared J. Michael Sherburne, who having been placed under oath by me, did depose as follows:

1. My name is J. Michael Sherburne. I am over the age of 21, a resident of Texas, and of sound mind and competent to testify to the matters stated herein. I am Director - Rates for Oncor Electric Delivery Company LLC.
2. I have reviewed the Annual True-Up Compliance Filing of Oncor Electric Delivery Company LLC Concerning Rider TC2 - Transition Charge, and the statements and information contained therein are true and accurate to the best of my knowledge and belief, and I hereby adopt them as my own.

The foregoing statements are true and correct. This concludes my affidavit.

  
\_\_\_\_\_  
J. Michael Sherburne

**SUBSCRIBED AND SWORN TO BEFORE ME** by the said J. Michael Sherburne this 14<sup>th</sup> day of May, 2008.

  
\_\_\_\_\_  
Notary Public, State of Texas





Control Number: 35677



Item Number: 4

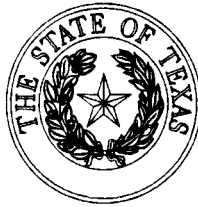
Addendum StartPage: 0

**Barry T. Smitherman**  
Chairman

**Julie Caruthers Parsley**  
Commissioner

**Paul Hudson**  
Commissioner

**W. Lane Lanford**  
Executive Director



**Public Utility Commission of Texas**

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**TO: Howard V. Fisher**  
**Oncor Electric Delivery Company**  
**1601 Bryan Street, Suite 23-035C**  
**Dallas, Texas 75201**

**Commission Staff – Electric Industry Oversight**  
**Commission Staff – Legal Division**

**RE: Tariff Control No. 35677 – Annual True Up Compliance Tariff Filing of Oncor Electric Delivery Company LLC for Rider TC2 Transition Charge**

**NOTICE OF APPROVAL**

On May 15, 2008, Oncor Electric Delivery Company, LLC (Oncor) filed a compliance tariff for the annual true-up of its TC2 Charges per the Financing Order issued on August 5, 2002, in Docket No. 25230, *Joint Application for Approval of Stipulation Regarding TXU Electric Company Transition to Competition Issues*.

On June 10, 2008, Commission Staff (Staff) filed a recommendation for approval of Oncor's proposed Tariff Rate Schedule 6.1.1.7.1 – Rider TC2 – Transition Charge (Attachment 7 of the May 15<sup>th</sup> filing).

Consistent with Staff's recommendation, Oncor's clean Tariff Rate Schedule 6.1.1.7.1 – Rider TC2 – Transition Charge, Sheet 7, Pages 1-7, Revision Five (Attachment 7) is approved with an effective date of June 28, 2008.

**SIGNED AT AUSTIN, TEXAS on the 17<sup>th</sup> day of June 2008.**

**PUBLIC UTILITY COMMISSION OF TEXAS**

A handwritten signature in black ink, appearing to read "S. Batchelor", written over a horizontal line.

**SONYA BATCHELOR**  
**ADMINISTRATIVE LAW JUDGE**

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