ONCOR ELECTRIC DELIVERY COMPANY LLC

Tariff for Transmission Service

Oncor Electric Delivery Company LLC

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1.0 Utility Operations

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

2.0 Wholesale Transmission and Related Services

All of the services provided pursuant to this Tariff for Transmission Service are available to the specified entities on a non-discriminatory basis.

3.0 Rate Schedules

3.1 Rate NTS - Network Transmission Service

Application

Applicable, on a non-discriminatory basis, to all DSPs receiving service over Company's electric facilities rated at 60 kV and above, for delivery of electric power and energy from Generation Facilities to DSPs. This rate schedule is not applicable to service offered by the Company under another rate schedule.

Type of Service

Three phase, 60 hertz, and at Company's standard transmission voltages.

Monthly Charge

Monthly charges are determined by multiplying one-twelfth of the Annual Access Rate by the monthly DSP Utility System Demand.

Annual Access Rate
$ 22.708039/kW

DSP's Utility System Demand is the average of the demand, expressed in kilowatts, of the DSP's retail load for the 15-minute interval that is coincident with the ERCOT system coincident peak demand for the months of June, July, August and September in the preceding calendar year.

The above rate is being implemented in accordance with the Commission's interim transmission rate update provisions of 16 Tex. Admin. Code § 25.192(h)(1).

Pricing for Transmission service for Exports from ERCOT

Export transactions are subject to Company's most recently approved FERC Tariff for Transmission Service To, From and Over Certain Interconnections ("TFO Tariff"), which may be accessed at http://www.oncor.com by going to "About Us" then "Regulatory" and then "Tariffs and Rate Schedules". The entity scheduling the export of power over a DC tie is solely responsible to Company for payment of transmission service charges per 16 Tex. Admin. Code § 25.192(e)(3). The hourly export rate for Company is as follows: $ 0.002592/kW.

Payment

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the DSP agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

Agreement

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required for DSPs directly connected to Company facilities.

Notice

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Transmission Service.

3.2 Rate XFMR - Wholesale Substation Service

Application

Applicable, to all WDSCs for transformation of electric power and energy from one of Company's standard transmission voltages to one of Company's standard voltages below 60 kV, for delivery of electric power and energy from Generation Facilities to WDSCs (including any existing or future Wholesale Energy Storage Facility – Distribution ("WESF-D") when the shortest distance between the Company property line and the WESF-D property line is less than 900 feet). This rate schedule is not applicable to service offered by the Company under another rate schedule. WDSCs taking service under this rate schedule are not subject to Rate DLS.

Applicable to all transformation service supplied in connection with the delivery of electric power and energy to a Point of Interconnection, measured through one meter or through separate channels of a multi-channel meter.

Type of Service

Three phase, 60 hertz, and at Company's standard voltages. Where service of the type desired by WDSC is not already available at the Point of Interconnection, additional charges and special contract arrangements between the Company and WDSC may be required prior to its being furnished.

Monthly Rate

Customer Charge	$ 119.54	per Point of Interconnection
Metering Charge	$ 247.30	per Point of Interconnection
Distribution System Charge	$ 1.388387	per kW, billed at Annual Demand (kW)

The monthly bill for Wholesale Substation Service is the sum of the Customer Charge, Metering Charge, the product of the Distribution Service Charge and the WDSC's Annual Demand (kW), and any applicable riders. Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month excluding any 15-minute kW recorded during an ERCOT-required or Company-required testing period for Wholesale Energy Storage Facility – Distribution ("WESF-D") customers. Usage recorded during such testing periods remains subject to all applicable delivery charges only for the billing month in which such testing occurs. A customer must notify Company within 48 hours of receipt of notice from ERCOT that an ERCOT-required testing period is set to occur. If a customer fails to notify Company of an ERCOT-required testing period (or the customer did not receive notice from ERCOT of the test), it may submit a request for a billing adjustment (along with supporting documentation that such testing period occurred) within six-months of the testing date, and may submit a request for the peak demand used for the Annual Demand to be recalculated at any time.

Payment

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the WDSC agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

Agreement

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required.

Notice

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Transmission Service. WDSC must also comply with Oncor's Facility Connection Requirements

3.3 Rate DLS - Wholesale Distribution Line Service

Application

Applicable to all WDSCs receiving distribution service supplied at one Point of Interconnection and measured through one meter necessary to support the transmission of energy for purposes of resale in accordance with Commission Substantive Rules 25.5, 25.191-25.199, 25.200-25.203 and 25.501. This rate schedule is not applicable to service offered by the Company under another rate schedule. WDSCs taking service under this rate schedule are not subject to Rate XFMR.

Type of Service

Three phase, 60 hertz, and at Company's standard primary distribution voltages (below 60 kV).

Monthly Rate

Customer Charge	$ 168.48	per Point of Interconnection
Metering Charge	$ 348.71	per Point of Interconnection
Distribution System Charge	$ 4.472383	per Billing kW

The monthly bill for Wholesale Distribution Line Service is the sum of the Customer Charge, Metering Charge, the product of the Distribution System Charge and the WDSC's Billing kW, and any applicable riders.

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet). The 80% ratchet shall be calculated excluding any 15-minute kW recorded during an ERCOT-required or Company-required testing period for Wholesale Energy Storage Facility – Distribution ("WESF-D") customers. Usage recorded during such testing periods remains subject to all applicable delivery charges only for the billing month in which such testing occurs. A customer must notify Company within 48 hours of receipt of notice from ERCOT that an ERCOT-required testing period is set to occur. If a customer fails to notify Company of an ERCOT-required testing period (or the customer did not receive notice from ERCOT of the test), it may submit a request for a billing adjustment (along with supporting documentation that such testing period occurred) within six-months of the testing date, and may submit a request for the peak demand used for the Demand Ratchet to be recalculated at any time.

Payment

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the WDSC agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

Definitions

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

Agreement

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required.

Notice

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Transmission Service. WDSC must also comply with Oncor's Facility Connection Requirements.

3.4 Rate WDS - Wholesale Discretionary Services

Application

Applicable to entities that are eligible to receive wholesale discretionary services provided by Company, as well as any other requesting entity under this Tariff for Transmission Service. The service charges listed below are in addition to any other charges made under this Tariff for Transmission Service and will be applied for the appropriate condition described. Charges will be based on Company's cost, including appropriate overhead.

Rate No./Activity	Description	Pricing
WD1 Generator Interconnection Study	Studies performed by Company associated with the interconnection of Generation Facilities to Company's transmission or distribution system in accordance with Commission Substantive Rules and applicable ERCOT requirements, including Steady State Study, Short Circuit Study, Stability Study, and Facilities Study	As Calculated
WD 2 Facilities Relocation/Removal Study	Study performed by Company at request of Customer or other entity for the relocation/removal of Company facilities	As Calculated
WD3 Facilities Relocation/Removal	Relocation/removal of Company facilities at request of Customer or other entity	As Calculated
WD4 Operations & Maintenance Support Service (CLOSED TO NEW REQUESTS FOR SERVICE)	O&M services performed by Company on transmission and substation facilities owned by other transmission and distribution providers, including facilities that are jointly owned by Company and other transmission owners, and facilities owned by Generators	As Calculated
WD5 Power Factor Correction Facilities Installation	Power factor correction facilities installed by Company due to failure of Customer to maintain required power factor	As Calculated
WD6 Miscellaneous Transmission & Distribution Discretionary Services	Additional transmission related discretionary services, including transmission services at distribution level voltages, as requested by Customer or other entity in accordance with Commission Substantive Rules and Company's Commission-approved service regulations	As Calculated
WD7 Temporary Facilities Installation and Removal	Applicable to the construction and removal of Temporary Facilities requested by Customer or other entity, pursuant to the provisions of Section 4.5.15, below	As Calculated
WD8 Retail Disconnection of Service for Non-Payment	Applicable to Customer that is the Retail Electric Utility for Company's Wholesale Transmission Customer. Upon request by Customer, Company will disconnect service to Customer's Retail Electric Customer.	As Calculated
WD9 Retail Reconnection of Service after Disconnection of Service for Non-Payment	Applicable to Customer that is the Retail Electric Utility for Company's Wholesale Transmission Customer. Upon request by Customer, Company will reconnect service to Customer's Retail Electric Customer.	As Calculated

Payment

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the entity receiving the service agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest will accrue on any unpaid amount, calculated in accordance with applicable Commission Substantive Rules.

Agreement

A Discretionary Service Agreement or Interconnection Agreement is required, whichever is applicable.

Notice

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Transmission Service.

3.5 Rider WRCE – Wholesale Rate Case Expense Surcharge

Application

Applicable to all WDSCs receiving Wholesale Substation Service and Wholesale Distribution Line Service for recovery of rate case expenses approved in Docket No. 58306.

Rider WRCE shall remain in effect through the end of the billing month that the approved amount of $15,151 has been billed (which is estimated to be one year from the effective date).

Monthly Surcharge

The WRCE surcharge for each of the Company's applicable wholesale rate schedules is as follows:

Rate Schedule	WRCE Surcharge
Wholesale Substation Service	$ 0.002110 per kW, billed at Annual Demand (kW)
Wholesale Distribution Line Service	$ 0.006828 per Billing kW

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

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

Notice

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

3.6 Rider WDCRF – Wholesale Distribution Cost Recovery Factor

Application

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

Monthly Rate

The WDSC receiving service will be assessed this distribution service charge adjustment based on the monthly per unit cost (WDCRF) multiplied times the WDSC's appropriate monthly billing determinant.

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

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

rounded to nearest $.000001

Where:

DIC_C = Current Net Distribution Invested Capital

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Residential Service	53.8262%
Secondary Service Less Than or Equal to 10 kW	1.9509%
Secondary Service Greater Than 10 kW	33.8547%
Primary Service Less Than or Equal to 10 kW	0.0858%
Primary Service Greater Than 10 kW Distribution Line	6.6588%
Primary Service Greater Than 10 kW Substation	0.6778%
Transmission Service	0.1466%
Lighting Service	2.5137%
Wholesale Service	
Substation	0.0809%
Distribution Line	0.2046%

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

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

Monthly Surcharge

The WDCRF surcharge for each of the Company's applicable wholesale rate schedules is as follows:

Rate Schedule	WDCRF Surcharge
Wholesale Substation Service	$ 0.00 per kW, billed at Annual Demand (kW)
Wholesale Distribution Line Service	$ 0.00 per Billing kW

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

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

Notice

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

3.7 Rider WMG – Wholesale Mobile Generation

Application

Applicable to all WDSCs receiving Wholesale Distribution Line Service receiving Delivery Service using Company facilities provided in accordance with PURA § 39.918(b).

Monthly Surcharge

Rider WMG shall be effective each December calendar month. The amount to be charged annually is determined by multiplying the Billing kW by the Rider WMG factor and is rounded to the nearest cent.

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

The WMG surcharge is as follows:

Effective Date	Wholesale Substation Service ($/kW, billed at Annual Demand)	Wholesale Distribution Line Service ($/Billing kW)
Dec 1, 2025	$0.000000	$0.212562
Dec 1, 2024	($0.000753)	$0.183488
May 1, 2023	$0.000000	$0.022553

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

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

Notice

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

3.8 Rider WIS – Wholesale Interim Surcharge

Application

Applicable to all WDSCs receiving Wholesale Substation Service and Wholesale Distribution Line Service and all DSPs receiving Network Transmission Service (also commonly referred to as Wholesale Transmission Service ("WTS")) for recovery of the difference in revenue between rates approved in Docket No. 58306 and those in effect from January 1, 2026, the beginning of the surcharge period, to June 1, 2026, the effective date of the rates approved in Docket No. 58306.

Rider WIS for WDSCs shall remain in effect through December 2026. Any over or under recovery of the approved amount of $503,428 shall be reconciled in a future proceeding.

Rider WIS for DSPs receiving Network Transmission Service will be in effect beginning August 1, 2026 and remain in effect through December 31, 2026. Monthly charges are determined by multiplying the NTS (or WTS) Wholesale Interim Surcharge by the DSP Utility System Demand.

Monthly Surcharge

The WIS surcharge for each of the Company's applicable wholesale rate schedules is as follows:

Rate Schedule	Surcharge
Wholesale Substation Service	$ 0.326432 per kW, billed at Annual Demand
Wholesale Distribution Line Service	$ 0.391530 per Billing kW
Network Transmission Service (or WTS)	$ 0.106108 per kW, billed at DSP Utility System Demand

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

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

DSP's Utility System Demand is the average of the demand, expressed in kilowatts, of the DSP's retail load for the 15-minute interval that is coincident with the ERCOT system coincident peak demand for the months of June, July, August and September in the preceding calendar year.

Notice

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

4.0 Service Regulations and Standard Agreements

4.1 Foreword

These Service Regulations govern the supplying and taking of wholesale transmission service (either at transmission or distribution voltage level), interconnection of facilities, and discretionary services (collectively "related services"), by Customer from Company. Such Service Regulations are subject to change from time to time by Company and regulatory authorities having jurisdiction and are on file at Company's business offices and with applicable regulatory authorities. Those Customers receiving wholesale transmission service and related services from Company must also comply with Oncor's Facility Connection Requirements.

The supplying and taking of wholesale transmission and related services is also governed by Commission Substantive Rules, including, without limitation, Substantive Rules 25.5, 25.191-25.195, 25.197-25.203 and 25.501 and certain ERCOT requirements. If conflicts exist between these Service Regulations and the Commission Substantive Rules, the provisions of Commission Substantive Rules shall govern.

4.2 Definitions

The following terms, when used in this Tariff for Transmission Service, have the following definitions.

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

COMMISSION. The Public Utility Commission of Texas.

COMPANY. Oncor Electric Delivery Company LLC, its successors and assigns.

CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC"). Payment by Customer to Company for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. To the extent that the CAIC payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC payment shall also include an amount to recover franchise fees where applicable.

CUSTOMER. A DSP, TSP, or Generator that receives service over Company's electric facilities at transmission or distribution voltages or is an applicant for such service under this Tariff for Transmission Service.

ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind on Customer's side of the Point of Interconnection, except Company's metering equipment, used by Customer in taking service under one of Company's rate schedules set forth in this Tariff for Transmission Service.

DISTRIBUTION FACILITIES. Facilities used to provide wholesale transmission service at distribution voltage.

DISTRIBUTION SERVICE PROVIDER ("DSP"). An electric utility, municipally owned utility, or electric cooperative, as those terms are defined in the TEXAS UTILITIES CODE, that owns or operates for compensation in this state equipment or facilities that are used for the distribution of electricity to retail customers.

DISTRIBUTION SYSTEM. Company's primary voltage conductors, transformers, switchgear, connection enclosures, and other associated equipment used to provide wholesale transmission service, all operated at voltages less than 60 kV.

ERCOT. The Electric Reliability Council of Texas, or such other organization certified by the Commission to perform the functions prescribed by Texas Utilities Code Section 39.151.

EXEMPT WHOLESALE GENERATOR ("EWG"). A person who is engaged directly or indirectly through one or more affiliates exclusively in the business of owning or operating all or part of a facility for generating electric energy and selling electric energy at wholesale who does not own a facility for the transmission of electricity, other than an essential interconnecting transmission facility necessary to effect a sale of electric energy at wholesale, and who is in compliance with the registration requirements of Commission Substantive Rule § 25.105.

FACILITY CONNECTION REQUIREMENTS. Requirements for connecting with Company's transmission system that are reflected in Oncor Standard 500-250 Guideline – Facility Connection Requirements for Radial Points of Interconnection at Transmission Voltages with Utilities; Oncor Standard 500-251 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltage with Retail Customers; Oncor Standard 500-252 Guideline – Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltages with Electric Utilities; Oncor Standard 500-523 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltages with Generators; and in any other facility connection requirements adopted by Company and in any amendments to the facility connection requirements identified in this definition. These Standards are available on Company's website.

GENERATION FACILITIES. As used in this tariff, Generation Facilities are facilities owned by an entity that is an EWG, Power Generation Company, or QF.

GENERATOR. As used in this tariff, a Generator is an entity that is an EWG, Power Generation Company, or QF as those terms are defined in this tariff..

INSTRUMENT TRANSFORMER. A current or voltage potential device necessary in the metering of Customer's load.

KILOVOLT. 1000 volts, abbreviated kV.

KILOWATT. 1000 watts, abbreviated kW.

MEGAWATT. 1000 kilowatts, abbreviated MW.

METER. A device, or devices, together with any required auxiliary equipment, for measuring power and energy. If a device that measures power and energy has multiple channels, then each channel that measures power and energy is considered a separate Meter.

POINT OF INTERCONNECTION. The point where Company's conductors are connected to Customer's conductors. If there are multiple points where Company's conductors are connected to WDSC's conductors, each point where Company's conductors are connected to WDSC's conductors is a separate Point of Interconnection for billing purposes under Rate XFMR or Rate DLS.

POWER. The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

POWER FACTOR. The ratio of real power, in kilowatts, to apparent power, in kilovolt amperes, for any given load and time, generally expressed as a percentage ratio.

POWER GENERATION COMPANY. A person that (a) generates electricity that is intended to be sold at wholesale, including the owner or operator of electric energy storage equipment or facilities to which the Public Utility Regulatory Act, Chapter 35, Subchapter E applies; (b) does not own a transmission or distribution facility in Texas, other than an essential interconnecting facility, a facility not dedicated to public use, or a facility otherwise excluded from the definition of "electric utility" contained in Section 25.5 of the Commission's Substantive Rules; and (c) does not have a certificated service area, although its affiliated electric utility or transmission and distribution utility may have a certificated area.

QUALIFYING FACILITY ("QF"). A qualifying cogenerator as defined by 16 U.S.C. § 796(18)(C) or a qualifying small power producer as defined by 16 U.S.C. § 796(17)(D).

RATE SCHEDULE. A statement of the method of determining charges for a service, including the conditions under which such method applies, set forth in Section 3 of this Tariff for Transmission Service.

TRANSMISSION SERVICE PROVIDER ("TSP"). An electric utility, municipally-owned utility, or electric cooperative, as defined in the Texas Utilities Code, that owns or operates facilities used for the transmission of electricity.

WATT. The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

WHOLESALE DISTRIBUTION SERVICE CUSTOMER ("WDSC"). A DSP or WESF-D that receives service over Company's electric facilities under this Tariff for Transmission Service.

WHOLESALE ENERGY STORAGE FACILITY – DISTRIBUTION ("WESF-D"). As used in this tariff, a storage facility where electricity is used to charge the facility, and the stored energy from that electricity is used to subsequently re-generate electricity that is sold at wholesale as energy or ancillary services. The storage facility must be separately metered from all other facilities, including auxiliary facilities, and the Point of Interconnection with the Company must be at the Company's Distribution Facilities.

WHOLESALE ENERGY STORAGE FACILITY – TRANSMISSION ("WESF-T"). As used in this tariff, a storage facility where electricity is used to charge the facility, and the stored energy from that electricity is used to subsequently re-generate electricity that is sold at wholesale as energy or ancillary services. The storage facility must be separately metered from all other facilities, including auxiliary facilities, and the Point of Interconnection with the Company must be at a voltage of 60 kV or greater.

4.3 Wholesale Transmission and Related Services

4.3.1 Availability of Service

Customer requests for wholesale transmission service and related services of the character and type provided by Company are granted under Commission Substantive Rules, the applicable rate schedule for such service, the Facility Connection Requirements, and these Service Regulations, taking into consideration the availability of Company facilities and the characteristics of Customer's Electrical Installation and electrical load.

4.3.1.1 Interconnection Arrangements

Interconnection of facilities includes interconnections with Customers at transmission voltages and distribution voltages, including WESF-D and WESF-T. An Interconnection Agreement is required for interconnection with Company's facilities.

Company may require special contractual arrangements, which may include additional charges, prior to Company's providing service if the service requested by Customer is not available at the service location or is other than that which Company usually provides.

4.3.1.2 Company's Standard Transmission and Distribution Voltages

Company provides wholesale transmission and related services at Company's standard transmission and distribution voltages and not all standard voltages are available at every location or for every load.

Standard Transmission Voltages:

Three Phase (Volts)
69000
138000
345000*

Standard Distribution Voltages:

Three Phase (Volts)
7200/12470
7620/13200
12470/21600
12470
13200
14400/24940
19920/34500
34500

*345000 and higher requires approval from Company.

4.3.2 Metering for Service to Generation Facilities

All meters are furnished, installed and maintained by Company as required by Commission Substantive Rules and ERCOT requirements. Generator provides space, without cost to Company, which is suitable for installation of Company's meter and metering equipment. No metering equipment may be by-passed for any reason, without prior approval of Company.

4.3.3 Metering for Service to DSPs

Meters at DSP's distribution voltage Points of Interconnection that are used for Company's billing purposes under Rate XFMR and Rate DLS may be owned by DSP or the Company, as agreed by the DSP and Company. The meter must be able to provide 15 minute interval data to Company electronically or have the ability to be interrogated by the Company.

4.3.4 Location of Meter

Meters and associated equipment are installed in a location suitable to Company and in such a way that a clear working space is provided on all sides. All meter locations should be as near as possible to the Point of Interconnection. Meters may not be installed in any hazardous location. Customer shall provide Company access to the meter at all times.

4.3.5 Testing of Meter

Upon Customer's request, Company will test the accuracy of the Company-owned meter during normal working hours at a time convenient to Customer if Customer desires to observe the test. The meter may be tested at either Customer's premises or Company test facility at Company's discretion. Following any such requested test, Customer will be advised of the date of removal of the meter, the date of the test, and the result of the test. The test will be free of charge if the meter is found to be outside of the accuracy standards established by the American National Standards Institute, Inc. Otherwise, Customer will be required to pay for the meter testing in accordance with Rate WDS - Wholesale Discretionary Services.

4.3.6 Testing of Customer Equipment

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

4.4 Providing Wholesale Transmission and Related Services

4.4.1 Continuity and Quality of Service

Company uses reasonable diligence to provide continuous service but Company does not guarantee against irregularities or interruptions, it being understood that occasional irregularities and interruptions are inevitable. Customer is responsible for installing and maintaining protective devices in accordance with Company's Facility Connection Requirements and the applicable Interconnection Agreement, and such other devices as are necessary to protect Customer's equipment during fault conditions or irregular or interrupted service including, but not limited to voltage and wave form irregularities, or the failure of part or all of the service. Company will provide a copy of those Facility Connection Requirements to Customer upon request. In those instances where (a) Customer experiences irregularities or interruptions to all or part of the service of an undetermined cause, (b) the report of same to Company prompts an investigation at the Customer's request, and (c) it is determined that the interruption or irregularity resulted from Customer's electrical facilities, Company may charge Customer an amount based on the cost to Company for such an investigation.

4.4.1.1 Interruption of Service

Company may without liability to Customer interrupt wholesale transmission and related services to Customer when, in Company's sole judgment, such interruption:

a) Will prevent or alleviate an emergency threatening to disrupt the operation of Company's electric system, or
b) Will lessen or remove possible danger to life or property, or
c) Will aid in the restoration of wholesale transmission or related services, or
d) Is required to make necessary repairs to, tests of, or changes in Company's facilities, or
e) When such interruption is authorized elsewhere in this Tariff for Transmission Service.

To the extent required by Commission Substantive Rules, notice of such interruption will be given in accordance with such rules.

4.4.2 Liability and Responsibility for Damage or Injury and Disclaimer of Warranties

4.4.2.1 Liability and Responsibility

The rights and obligations of Company and Customer with regard to indemnification and liability are governed by Commission Substantive Rule 25.202 and this Tariff for Transmission Service. Company is responsible for the design, installation, operation, and maintenance of its facilities up to and including the Point of Interconnection, except as provided elsewhere in this Tariff for Transmission Service or in the Interconnection Agreement or other agreement between Customer and Company. Customer is responsible for the design, installation, operation, and maintenance of facilities beyond the Point of Interconnection, except as provided elsewhere in this Tariff for Transmission Service or in the Interconnection Agreement or other agreement between Customer and Company. Company may perform voluntary or emergency acts to facilities that are the responsibility of the Customer, but shall have no liability for damages or injuries resulting from said acts except to the extent that said damages or injuries are proximately caused by acts or omissions of the Company which are found to be wanton or willful with the intent to cause injury.

4.4.2.2 Disclaimer of Warranties

COMPANY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4.3 Customer Complaints

All Customer complaints concerning the provision of service shall be handled in accordance with the Alternative Dispute Resolution procedures specified in Section 25.203 of the Commission's Substantive Rules, to the extent applicable.

4.4.4 Location of Point of Interconnection

Customer's installation must be arranged so that the location of the Point of Interconnection is acceptable to Company, taking into consideration the location of existing Company facilities, the construction needed to connect Customer to Company system, the Company's Facility Connection Requirements, and safety considerations.

Any change from the Company-designated Point of Interconnection is subject to payment by Customer based on any added costs to reach the new designated point.

4.4.5 Space Requirements

Customer grants to or secures for Company, at Customer's expense, any rights-of-way on property owned or controlled by Customer that are necessary to provide service to Customer. If assistance is requested by Company, Customer will assist Company in securing rights-of-way on property not owned or controlled by Customer if Company's having access to that property is necessary to provide service to Customer.

Customer provides, without cost to Company, suitable space on Customer's premises for the installation of facilities necessary to provide service to Customer. Customer shall provide Company access at all reasonable hours to Company's facilities located on Customer's premises.

4.4.6 Standard Facilities

Company provides standard wholesale transmission and related services, in accordance with Commission Substantive Rules, Company's Facility Connection Requirements, and applicable ERCOT requirements, utilizing an overhead radial circuit on wood poles (unless in Company's sole judgment, other construction is appropriate) to Customer, at one Point of Interconnection, with one meter, at one of Company's standard voltages at a frequency of 60 Hertz, and such voltage and frequency may have a variation.

4.4.6.1 Standard Allowance

WDSC will pay to Company prior to construction, pursuant to 4.4.6.2 below, a Contribution in Aid of Construction ("CIAC") for any amount that is in excess of the Standard Allowance associated with Company's construction of Distribution Facilities. Standard Allowance equals the Standard Allowance Factor of $90/kW times the kW Demand as defined below.

4.4.6.2 CIAC Determination for Standard Facilities

For WDSCs taking service at voltages below 60 kV at a new or existing Point of Interconnection, WDSC will pay a CIAC prior to the construction of facilities if the Direct Cost of the Distribution Facilities necessary to serve WDSC exceeds the Standard Allowance for the WDSC's load. Such CIAC will be determined as follows:

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

Direct Cost - An estimate of all expenditures for Distribution Facilities deemed necessary by Company to provide service to a new Point of Interconnection or to upgrade facilities associated with an existing Point of Interconnection. This includes all costs of Distribution Facilities solely used to serve the WDSC as well as a prorated portion of the costs of Distribution Facilities that jointly serve the WDSC and other wholesale or retail customers. The cost associated with those facilities used to serve other retail and wholesale customers will be prorated by an amount equal to the projected load of the WDSC on such facilities during the calendar year in which the construction of such Distribution Facilities is projected to be completed, divided by the total projected load on such facilities in the same year. The Direct Costs of those facilities used to serve both the WDSC and other wholesale and retail customers will be grouped by facilities with common capacity ratings that are contiguous. A single prorating factor will be developed for each of these groups of facilities. Such prorating factor may vary for each of these groups of facilities. This cost does not include the costs of Distribution Facilities that will jointly serve the WDSC and others to the extent that Company anticipates such costs will be necessary to meet load growth, other than that of the WDSC, projected to occur within two (2) years.

kW Demand – For new Points of Interconnection, the value shall be the projected peak WDSC 15 minute interval demand that the Distribution Facilities are designed to serve less the Load Transfer Demand, as defined below. For existing Points of Interconnection, the kW Demand shall be determined as follows:

kW Demand = New Contract Demand – Previous Contract Demand – Load Transfer Demand

Previous Contract Demand – Initially, the Previous Contract Demand shall be equal to the WDSC's highest 15 minute interval demand occurring during the test year upon which Rate XFMR and Rate DLS were established. A Previous Contract Demand shall be determined for both the period May through October ("Summer Months") and the period November through April ("Winter Months") and shall be documented by an amendment to the Transmission Service Agreement.

New Contract Demand – The WDSC's highest 15 minute interval demand projected to occur during the calendar year in which the construction of the Distribution Facilities associated with the Direct Costs is projected to be completed. Such New Contract Demand will also include the Load Transfer Demand, as defined below. When it is determined by Company that Direct Costs will be incurred, a New Contract Demand shall be determined for both the Summer Months and the Winter Months, and shall be documented by an amendment to the Transmission Service Agreement.

Load Transfer Demand – For loads that are being transferred from an existing Point of Interconnection, such demand shall be the highest demand of the load that is projected to occur during the calendar year in which the Distribution Facilities are projected to be completed. Such Load Transfer Demand shall be determined for both Summer Months and Winter Months.

For purposes of determining the kW Demand, if the projected loads on Company's Distribution Facilities during the Summer Months create the need for an upgrade of such facilities, then the WDSC's

Previous Contract Demand, New Contract Demand, and Load Transfer Demand for the Summer Months shall be used. Likewise, if the projected loads on Company's Distribution Facilities during the Winter Months create the need for an upgrade of such facilities, then the WDSC's Previous Contract Demand, New Contract Demand, and Load Transfer Demand for the Winter Months shall be used.

Company will provide all customers with a line-item invoice for all necessary CIAC along with supporting documentation.

4.4.7 Non-Standard Facilities

Non-standard facilities include service through more than one Point of Interconnection, redundant facilities, facilities to serve load transferred from one Point of Interconnection to another Point of Interconnection where Company determines that its costs to serve such load at the existing Point of Interconnection are lower than its costs associated with serving such load at another Point of Interconnection, and facilities in excess of those normally provided by Company in comparable situations.

If Company provides non-standard facilities, Customer shall pay to Company a Contribution in Aid of Construction prior to the construction of such non-standard facilities, equal to the total estimated cost of such facilities. Such payment will include amounts to recover the Company's federal income tax liability associated with such payment and any applicable franchise fees associated with such payment. The provision of and payment for Non-Standard Facilities will be addressed in either a Discretionary Service Agreement or an Interconnection Agreement.

4.4.8 Deposits or Other Security

Customer may be required to pay Company a deposit, or provide other means of security, in accordance with Commission Substantive Rule 25.195 or its successor.

4.4.9 Installation and Maintenance of Facilities

Customer will design, construct, operate, and maintain its facilities in accordance with Company's Facility Connection Requirements. Company will make a copy of those Requirements available to Customer upon request.

Company owns all electric lines and equipment on Company's side of the Point of Interconnection and Customer shall not tamper or interfere therewith. Company may require Customer to install auxiliary metering equipment, furnished by Company, in conjunction with Customer's Electrical Installation.

Company installs all electric lines and equipment on Company's side of the Point of Interconnection. Only personnel authorized by Company are permitted to make, energize, or de-energize connections to Company facilities.

Company and Customer will, at their own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for liabilities related to, the electric lines and related facilities which they now or hereafter may own located at or connected to each Point of Interconnection, unless otherwise specified in an Interconnection Agreement. Maintenance by Company or Customer that will cause a deviation from normal power and energy flow at a Point of Interconnection will be scheduled in accordance with the procedures adopted by ERCOT. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Company and Customer except as otherwise provided herein or in the Interconnection Agreement. Customer will coordinate the protective devices of the lines and facilities it owns and operates that are interconnected with Company's system with the protective devices of Company's system.

4.4.10 Protection of Company's Facilities On Customer's Premises

Customer must use reasonable diligence to protect Company facilities on Customer's premises and to permit only personnel authorized by Company or by law to have access to such facilities.

In the event of loss of, or damage to, Company facilities on Customer's premises caused by or arising out of carelessness, neglect, or misuse by Customer or unauthorized persons, Company may require Customer to reimburse Company for the cost of such loss or damage.

4.4.11 Admittance to Customer's Premises

Customer shall admit to Customer's premises at all reasonable hours personnel authorized by Company to inspect, install, remove, or replace Company's property and to perform other activities as necessary in providing transmission service.

4.4.12 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities at Customer's request, and Customer will pay a Contribution in Aid of Construction equal to the total cost of removing or relocating such facilities.

4.4.13 Dismantling of Company's Facilities

Company may, upon discontinuation of service to Customer, dismantle and remove all lines, equipment, apparatus, or other facilities that Company may have installed to provide service to Customer. Company may, however, abandon in place, in whole or in part, its lines and equipment in lieu of removing such facilities.

4.4.14 Attachments to Company's Facilities

Company does not permit any attachments (such as wires, ropes, signs, banners, or radio equipment) to Company facilities by others except when authorized in writing by Company.

Company may without notice and without liability remove unauthorized attachments to Company facilities.

4.4.15 Temporary Facilities

Temporary facilities are those facilities provided by Company to Customer for a single, continuous period of time that is less than twelve consecutive months, except that temporary facilities provided in connection with the delivery of construction power over a continuous period of time in excess of twelve months are considered to be temporary facilities.

Customer will pay to the Company prior to the Company's constructing temporary facilities an amount equal to the estimated cost of installing and removing such facilities, plus the estimated cost of materials to be used that are unsalvageable after removal of the installation. Such payment will also include amounts to recover the Company's federal income tax liability associated with such payment and any applicable franchise fees associated with such payment.

4.5 Obtaining Service

4.5.1 Application for Service

Customer is required to make written application, in accordance with Commission Substantive Rules, to obtain service. Any Customer taking service from Company, in consideration of the Company's supplying service, is bound by these Service Regulations and is liable to Company for payment for such service under the applicable rate schedule.

Application for service must be in the legal name of Customer. Company may require suitable identification.

When there is a change in responsibility for payment of bills, a new application for service is required.

4.5.2 Service Agreement

Following the approval of a request for service, the Company will tender to the Customer a service agreement that defines the service arrangements particular to the Customer and utilizes the applicable agreement form contained in Section 4.10. That service agreement must be executed and returned to the Company prior to the initiation of the approved service.

Service agreements inure to the benefit of and are binding upon the respective heirs, legal representatives, successors and assigns of the parties thereto, but are voluntarily assignable by any party only with the written consent of the other(s) and subject to applicable laws and Commission Substantive Rules, except that Company may, without Customer's consent, assign any service agreement to any person or corporation in any lawful way acquiring or operating all or any part of Company's facilities used in supplying service under such agreement.

4.6 Use of Wholesale Transmission and Related Services

4.6.1 Limitations On Use of Service

4.6.1.1 Intrastate Wholesale Transmission Service Limitations

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

4.6.1.2 Parallel Operation

Customer may not connect its lines to another source of electric energy in a manner that may permit electric energy to flow into Company's system from such source without written agreement with Company. Additionally, the Customer's electrical facility shall not be configured in such a manner as to allow the paralleling of two electrical nodes of the Company's system without written agreement of the Company.

4.6.2 Customer's Electrical Systems

4.6.2.1 Load Balance

Company requires Customer to control the use of electric energy so that Customer's electrical load at the Point of Interconnection presents a reasonably balanced 3 phase impedance to the Company's system. The determination of reasonableness shall be consistent with good utility practice as defined in Commission Substantive Rules.

4.6.2.2 Electrical Disturbances

Customer agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of its transmission and/or distribution system and related facilities so as to reasonably minimize the effects of electrical equipment that may produce disruptions (including but not limited to, voltage fluctuations, interference or distorted wave forms) on Company's system. It is the Customer's sole responsibility to provide and install, or cause to be provided and installed, the necessary facilities to limit the adverse effects of said disruptions that may adversely affect the operation of computers, communication equipment, electronic control devices, etc. on Customer's system. Company may require Customer to provide at Customer's expense suitable apparatus to limit the effect of such disruptions caused by electric equipment on Customer's system or connected to Customer's system where the electric equipment producing such disruptions adversely affects Company's system or the service provided by Company to other Customers.

4.6.2.3 Change in WDSC's Electrical Load

WDSC shall provide annual written notice to ERCOT of its forecasted peak summer and winter loads for each Point of Interconnection in accordance with applicable ERCOT requirements to enable Company to ensure that its facilities are adequate. In those instances where WDSC has load connected via radial interconnection with Company's system, WDSC shall provide advance written notification to Company when WDSC's load is expected to change substantially from the load forecast provided to ERCOT. Company shall have no obligation to plan its facilities to serve load in excess of the load forecasted by WDSC , and Company may hold WDSC liable for any damage to Company's facilities resulting from the use of service in excess of such maximum. Company's plan to serve WDSC's forecasted load may require a Contribution in Aid of Construction pursuant to Section 4.5.6.2 for Standard Facilities or Section 4.5.7 for Non-Standard Facilities.

4.6.2.4 Power Factor

Customer shall meet the power factor requirements of ERCOT and the Commission for all Points of Interconnection. If Customer does not meet such requirements, the Company will have the right to require Customer to install appropriate equipment to maintain a power factor of not less than the value prescribed by ERCOT and the Commission,, or at Company's option, to reimburse Company for the resulting expense to install equipment necessary to compensate for the power factor deficiency.

4.6.3 Tampering With Company's Equipment or Other Property

No Company equipment or other property, whether on Customer's premises or elsewhere, is to be tampered with or interfered with for any reason. Company is not liable for injury to Customer, Customer's employees, or others resulting from tampering with or attempting to repair or maintain any of Company's facilities, and Customer agrees to indemnify and hold Company harmless therefrom.

4.6.4 Unauthorized Use of Service

Unauthorized use of any service covered by this Tariff for Transmission Service shall be governed by the provisions of Commission Substantive Rules 25.191, 25.195, 25.198, 25.200, 25.202, and 25.501 including without limitation Commission Substantive Rule 25.203 pertaining to Alternative Dispute Resolution.

In the event of use or evidence of attempted use of Company's facilities, without Company's authorization, whether by tampering with Company's equipment or by any other means, transmission service may be discontinued by Company. Customer may be required to pay all charges, including the following, before service is resumed.

4.6.4.1 Charges for Unauthorized Use of Service

a) The charge for the estimated amount of service used without Company authorization which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable, service may be estimated on the basis of usage levels of similar customers and under similar conditions;
b) The cost of replacement or repair of any damaged equipment; and
c) The cost of installing protective facilities or of relocation of meter, if determined necessary by Company.

4.6.5 Transfer of Electrical Load Between Points of Interconnection

Customer shall obtain authorization from Company prior to transfer of load from any Point of Interconnection to another Point of Interconnection connected via radial interconnection, unless such transfer is the result of an emergency condition that threatens to endanger persons or property, in which case, Customer shall notify Company of such transfer as soon thereafter as possible, but in no case, shall such notification be more than 48 hours after such transfer.

4.7 Charges For Service

4.7.1 Rate Schedules For Service

Company has available at each of its business offices various rate schedules for the transmission and related services covered by this Tariff for Transmission Service and provides Customer, at Customer's request and at no cost, a copy of the rate schedule under which Customer is billed. Company provides additional or multiple copies of its rate schedules, or any portion of its tariffs, at reproduction costs. Customer is solely responsible for selecting the applicable rate schedule most favorable to Customer.

4.7.2 Billing

Billing is made in accordance with Commission Substantive Rule 25.202, and other applicable Substantive Rules. Notwithstanding any provisions in the rate schedules with respect to when bills become past due and imposing an increased amount if bills are not paid within a specified time, all bills rendered to "State Agencies", as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in said Chapter 2251.

4.7.2.1 Billing Period

Unless specifically stated in the applicable rate schedule, all charges are billed on an approximate 30 day interval. Monthly bills may be prorated to reflect the actual date of initiation or termination of service.

4.7.2.2 Disputed Bills

To the extent applicable, billing disputes are governed by the provisions of Commission Substantive Rule 25.203 pertaining to Alternative Dispute Resolution and Commission Substantive Rule 25.202 pertaining to billing.

4.8 Discontinuance of Service

4.8.1 Discontinuance of Service

Customer must notify Company in writing, and in accordance with the provisions of Commission Substantive Rule 25.198, to the extent applicable, of the date Customer desires to discontinue service, and Customer is not held responsible for service after such date unless Customer continues to use service or the terms and conditions of an existing service agreement have not been met. Customer is obligated, however, to pay Company any rates, charges, or fees, for service previously provided under the applicable service agreement and which are owed to Company as of the date of termination.

Company is not obligated, after discontinuance, to again provide service to Customer at the same service location unless Customer reapplies for and Company agrees to provide service.

4.8.2 Company Discontinues Service

Company, in addition to all other legal remedies, may discontinue service to Customer without liability for any of the reasons permitted under Commission Substantive Rules, or authorized elsewhere in this Tariff for Transmission Service.

4.8.3 Disconnection of Service for Non Payment to Retail Electric Utility

Company, in accordance with applicable legal authorities and this Tariff, will disconnect service to Customer without liability for a disconnection upon request from the Customer's Retail Electric Utility as that term is defined in Chapter 37 of the Public Utility Regulatory Act.

4.9 Standard Agreements

The standard agreement forms in this Tariff for Transmission Service may be superseded by Commission order.

4.9.1 Agreement for Uni-Directional Interconnection

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made and entered into this _____day of_____, 20_____, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Establishment of Point of Interconnection** -- Company and Customer agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified on the attached Facility Schedule (the "Point of Interconnection") in accordance with Public Utility Commission of Texas ("PUCT") Substantive Rules, requirements adopted by the Electric Reliability Council of Texas ("ERCOT") relating to the interconnection and operation of transmission systems in ERCOT, as amended from time to time, and any successors thereto, Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the PUCT, and this Agreement. The responsibilities of the Parties for the costs associated with the establishment of each such Point of Interconnection shall be as specified on the Facility Schedule applicable to the Point of Interconnection.

2. **Term, Termination, and Regulatory Filing** -- This Agreement becomes effective on _____ and continues in effect until_____ _____.

3. **Other Services** -- This Agreement is applicable only to the interconnection of the facilities of the Parties at the Point of Interconnection and does not obligate Company to provide, or entitle the Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any other service that it may desire from Company or any third party.

4. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

5. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

6. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, if any, and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

7. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

_____
_____
_____
_____

(b) If to Customer:

_____
_____
_____
_____

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

8. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

10. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

11. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12. **Other Terms and Conditions** -- _____.

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

ONCOR ELECTRIC DELIVERY COMPANY LLC	[CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

FACILITY SCHEDULE

1. Name:

2. Point of Interconnection location:

3. Delivery voltage: _____ kV

4. Metering (voltage, location, losses adjustment due to metering location, and other):

5. Normally closed (check one): _____ Yes /_____ No

6. One line diagram attached (check one): _____ Yes /_____ No

7. Facilities to be furnished by Company:

8. Facilities to be furnished by Customer:

9. Cost Responsibility:

10. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

4.9.2 Agreement for Bi-Directional Interconnection

INTERCONNECTION AGREEMENT

This Agreement is made and entered into this ___day of _____ , _____, by and between _____ ("Utility") and Oncor Electric Delivery Company LLC ("Oncor") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, each Party is the owner and operator of electric transmission facilities and is engaged in the business of transmitting electric energy within the Electric Reliability Council of Texas region; and

WHEREAS, the Parties desire to interconnect their respective electric systems in the respects and under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first set forth above and shall continue in effect thereafter until all Facility Schedules in this Agreement have been terminated, or this Agreement in its entirety has been terminated, each in accordance with the terms of this Agreement.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' electric systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments hereto, and any schedules and attachments hereafter added by amendment to this Agreement.

3.2 ANSI Standards shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed.

3.3 ERCOT shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

3.4 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric systems in ERCOT, including any amendments of those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time, and any successors thereto.

3.5 Facility Schedule(s) shall mean the addendum(s) attached to and made a part of this Agreement that describe the responsibilities of the Parties at, or in association with, the Point(s) of Interconnection, including, but not limited to, with respect to ownership, design, construction, control, operation, and maintenance.

3.6 Good Utility Practice shall have the meaning ascribed thereto in PUCT Rule 25.5(56) or its successor.

3.7 IEEE Standards shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed.

3.8 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.9 NERC Reliability Standards shall mean the electric reliability standards enforced by NERC and applicable to the Parties to this Agreement.

3.10 NESC shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed.

3.11 Person shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

3.12 Point(s) of Interconnection shall mean the points of interconnection specified in Exhibit A and described in the Facility Schedule(s) where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.

3.13 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

ARTICLE IV – ESTABLISHMENT, MODIFICATION, AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to interconnect their facilities at each Point of Interconnection in accordance with the terms and conditions of this Agreement.

4.2 The Parties agree to cause their facilities being newly constructed after the effective date of this Agreement, in conjunction with the establishment of a new Point Interconnection, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.

4.3 With respect to Points of Interconnection newly constructed after the effective date of this Agreement, each Party will design its system protection facilities to isolate any fault occurring on its system that would negatively affect the other Party's system at such Point of Interconnection in accordance with applicable ERCOT Requirements and NERC Reliability Standards. The protection schemes used by the Parties at that Point of Interconnection will be determined by both Parties in a cooperative effort to achieve system coordination. Prior to commissioning that Point of Interconnection, both Parties will perform a complete calibration test and functional trip test of their respective system protection equipment including communication circuits between facilities.

4.4 A Point of Interconnection may be added to or deleted from this Agreement or have its normal status changed (closed or open) as mutually agreed by the Parties, in accordance with applicable laws and regulations, or as ordered by a regulatory authority having jurisdiction thereof. Prior to such addition, deletion, or status change of a Point of Interconnection, the Parties shall engage in coordinated joint planning studies to evaluate the impact of such addition, deletion, or status change and identify any mitigation measures (including but not limited to new or upgraded facilities) that might be needed in conjunction therewith. Such Point of Interconnection will not be connected, disconnected, or the normal status changed until the evaluation process described in the preceding sentence has been completed, all required mitigating measures have been implemented, any required regulatory approval has been obtained, and the appropriate Facility Schedule has been added, terminated, or amended, as the case may be. In the event a Point of Interconnection is deleted from this Agreement in accordance with this paragraph, each Party shall disconnect its facilities at such Point of Interconnection. Further, each Party will discontinue use of the facilities of the other Party associated with such Point of Interconnection, except to the extent mutually agreed by the Parties.

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 The Parties agree to cause their facilities at each Point of Interconnection, and their other facilities having, or which may reasonably be expected to have, an impact upon the facilities of the other Party to be operated and maintained in accordance with Good Utility Practice, applicable laws and regulations, and the applicable provisions of the ERCOT Requirements and NERC Reliability Standards.

5.2 If either Party proposes to make equipment changes or additions to (a) its equipment at a Point of Interconnection (including its system protection equipment) or (b) its system protection equipment at any other location that may affect the operation or performance of the other Party's facilities at a Point of Interconnection ("Changes"), such Party agrees to notify the other Party, in writing, in advance of making such proposed Changes, and the Parties will coordinate and cooperate on the assessment of the impact of such Changes on the electric systems of the Parties and the identification of any required mitigation measures (including but not limited to new or upgraded facilities). Those Changes will not be made until the required aforementioned mitigation measures have been implemented. The Parties will communicate with each other with respect to other equipment changes or additions in accordance with the ERCOT Requirements and NERC Reliability Standards.

5.3 A Party may interrupt service at a Point of Interconnection in accordance with applicable laws, regulations, and ERCOT Requirements.

5.4 Each Party will establish and maintain a control center that shall be staffed 24 hours per day, 7 days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its transmission facilities at each Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' transmission control centers, phone numbers will be exchanged and each Party will be notified of changes.

5.5 Neither Party will take any action that would cause the other Party that is not a "public utility" under the Federal Power Act to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

ARTICLE VI – INDEMNIFICATION

6.1 Notwithstanding the provisions of Article X but subject to Section 12.2, each Party (the "Indemnifying Party") shall assume all liability for, and shall indemnify the other Party (the "Indemnified Party") for, any losses resulting from negligence or other fault in the design, construction, or operation of their respective facilities. Losses shall include costs and expenses of defending an action or claim made by a third Person, payments for damages related to the death or injury of any individual, damage to the property of the Indemnified Party, and payments by the Indemnified Party for damages to the property of a third Person, and damages payable by the Indemnified Party for the disruption of the business of a third Person. This Section 6.1 does not create a liability on the part of either Party to a retail customer or other third Person, but requires indemnification where such liability

exists. The indemnification required under this Section 6.1 does not include responsibility for either Party's costs and expenses of prosecuting or defending an action or claim against the other Party or damages for the disruption of such Party's business. The limitations on liability set forth in this Section 6.1 do not apply in cases of gross negligence or intentional wrongdoing.

ARTICLE VII –NOTICES

7.1 Any notices, claims, requests, demands or other communications between the Parties hereunder, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be (a) forwarded to the designees listed below for each Party, (b) deemed properly given if delivered in writing, and (c) deemed duly delivered when (i) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (ii) sent by facsimile or electronic mail with confirmation of transmission by the transmitting equipment (or, the first business day following such transmission if the date of transmission is not a business day), or (iii) received or rejected by the addressee, if sent by U.S. certified or registered mail, return receipt requested; in each case to the following addresses, facsimile numbers or electronic mail addresses and marked to the attention of the individual (by name or title) designated below:

If to Utility: _____ _____
_____
_____

If to Oncor: _____
_____
_____
_____

7.2 The above listed names, titles, and contact information of either Party may be changed upon written notification to the other Party.

ARTICLE VIII - SUCCESSORS AND ASSIGNS

8.1 Subject to the provisions of Section 8.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

8.2 Neither Party shall assign, directly or indirectly by operation of law or otherwise, any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned, or delayed, provided that neither Party will be required to consent to any assignment that would (a) subject it to additional federal or state regulation; (b) result in the imposition of additional costs of administration that the Party requesting consent to assignment does not agree to reimburse; or (c) in any way diminish the reliability of its system, enlarge its obligations, or otherwise create or maintain an unacceptable condition. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, (a) to a successor to all or a substantial portion of the Party's transmission business; (b) to any transmission service provider (including an affiliate of the assigning Party) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or (c) for collateral security purposes in connection with any financing or financial arrangements. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of any direct or indirect assignment, including pursuant to the sale, merger, or other business combination of either Party with any other Person. Any attempted assignment that violates this Section 8.2 shall be void and ineffective *ab initio*. Any assignment of this Agreement shall not relieve a Party of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

8.3 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any Persons other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

ARTICLE IX – GOVERNING LAW AND REGULATION

9.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, regulations, orders, and tariffs of, or approved by, duly constituted regulatory or other governmental authorities having jurisdiction.

9.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining all required approvals, authorizations, or acceptances for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

ARTICLE X – DEFAULT AND FORCE MAJEURE

10.1 The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any federal, state, local or municipal body having jurisdiction over a Party.

10.2 Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE XI - TERMINATION ON DEFAULT

11.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to Section 10.2 or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in Section 11.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

11.2 If a Default is not cured as provided in Section 11.1, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, subject to receipt of any regulatory approvals required by applicable law, (a) to terminate, in its sole discretion, by written notice at any time until cure occurs either (i) this Agreement or (ii) any Facility Schedules as to which the Default relates and disconnect the associated Points of Interconnection, (b) to be relieved of any further obligation (i) hereunder (other than obligations associated with its own Defaults, if any, occurring prior to termination) if that Party shall have elected to terminate this Agreement or (ii) with respect to the terminated Facility Schedules and disconnected Points of Interconnection if it shall have elected to terminate any Facility Schedules as to which the Default relates and (c), whether or not that Party terminates this Agreement or any Facility Schedule, to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled hereunder. The provisions of this Section 11.2 will survive termination of this Agreement.

11.3 The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

ARTICLE XII- MISCELLANEOUS PROVISIONS

12.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

12.2 **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT (OR TO ANY THIRD PARTY) WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.**

12.3 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

12.3 This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof [including without limitation _____(specify any prior agreements being superseded), and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect]. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

12.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements (other than those specifically superseded by Section 12.3). Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

12.5 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

12.6 If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

12.7 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

12.8 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.

[enter name of Utility]	**ONCOR ELECTRIC DELIVERY COMPANY LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	NAME OF POINT OF INTERCONNECTION	INTERCONNECTION VOLTAGE (KV)

FACILITY SCHEDULE NO. ___

1. Name:

2. Point of Interconnection location:

3. Delivery voltage:

4. Metering (voltage, location, losses adjustment due to metering location, and other):

5. Normally closed (check one): _____ Yes /_____ No

6. One line diagram attached (check one): _____ Yes /_____ No

7. Facilities to be furnished by Oncor:

8. Facilities to be furnished by Utility:

9. Cost Responsibility:

10. Switching and Clearance:
Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to this Point of Interconnection and has provided a copy of those procedures to the other Party. Each Party will notify the other Party in writing at least ten days prior to implementation of any changes to such procedures.

11. *[Include for New Points of Interconnection]* Standards:
The Parties agree to cause their facilities being newly constructed, as described in this Facility Schedule, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.

12. Supplemental terms and conditions attached (check one): _____ Yes /_____ No

ONE LINE DIAGRAM

4.9.3 Transmission Service Agreement

TRANSMISSION SERVICE AGREEMENT

This Transmission Service Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Transmission Service** -- Company will provide transmission service, and Customer will accept, through Company's transmission system and distribution system (if applicable) in connection with the delivery of power and energy from resources to loads in accordance with Public Utility Commission of Texas ("PUCT") Substantive Rules, requirements adopted by the Electric Reliability Council of Texas ("ERCOT") relating to the interconnection and operation of transmission systems in ERCOT, as amended from time to time, and any successors thereto, Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the PUCT, and this Agreement.

2. **Network Transmission Service Charge** – Customer must pay, in accordance with the provisions of this Agreement, a facilities charge for Network Transmission Service, determined in accordance with Company's Rate NTS-Network Transmission Service or its successor (together with all riders applicable thereto), as they may from time to time be fixed and approved by the PUCT.

3. **Additional Services to be Provided** -- In connection with the Network Transmission Service contemplated by this Agreement, Company will provide, and Customer will pay for, the additional services that are indicated below:

(a) Transformation Service (Yes ____/No____). This service consists of Company providing transformation of electric power and energy from one of Company's standard transmission voltages (60 kV or higher) to one of Company's standard voltages below 60 kV. This service is provided, and the charge for this service is determined, in accordance with Company's Rate XFMR - Transformation Service for Wholesale Loads or its successor (together with all riders applicable thereto), as it may from time to time be fixed and approved by the PUCT. The supplemental terms and conditions applicable to such service, including the locations at which the service is to be provided, are specified in Exhibit _____.

(b) Distribution Line Service (Yes ____/No____). This service is provided by Company in connection with the provision of Network Transmission Service through Company's distribution facilities. This service is provided, and the charge for this service is determined, in accordance with Company's Rate DLS - Distribution Line Service or its successor (together with all riders applicable thereto), as it may from time to time be fixed and approved by the PUCT. The supplemental terms and conditions applicable to such service, including the locations at which the service is to be provided are specified in Exhibit _____.

(c) Other (Yes ____/No____) [If yes, specify other service(s) to be provided under this Agreement, applicable rate schedule(s), and whether supplemental terms and conditions applicable to such service(s) are specified in an attached Exhibit.] _____
_____
_____.

4. **Term, Termination, and Regulatory Filing** -- This Agreement becomes effective_____
_____
and continues in effect until_____
_____.

5. **Other Services** -- This Agreement does not obligate Company to provide, or entitle the Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any other service that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Confirmations, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
_____
_____
_____
_____

(b) If to Customer:
_____
_____
_____
_____

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

10. **Invoicing and Payment** -- Invoices for sums due hereunder will be rendered monthly by Company to Customer at the following address (or such other address directed in writing by Customer):

_____
_____
_____
_____

Company must receive payment by the date due under the applicable rate schedule, unless the Company and the Customer agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest will accrue on any unpaid amount, calculated in accordance with applicable Commission Substantive Rules. When payments are made by mail, bills are considered as having been paid on the date of receipt by

Company. Payments by Customer to Company under this Agreement must be made in immediately available funds payable to Company or by wire transfer to _____ , for credit to Company Account No. _____ with sufficient information to identify the source and application of the funds, or to such other bank account so directed in writing by Company.

11. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

12. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

13. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

14. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

15. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16. **Other Terms and Conditions** -- _____.

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

ONCOR ELECTRIC DELIVERY COMPANY LLC	[CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

EXHIBIT A

POINT OF INTERCONNECTION	RATE SCHEDULE	SUMMER CONTRACT DEMAND	WINTER CONTRACT DEMAND

4.9.4 Discretionary Service Agreement

DISCRETIONARY SERVICE AGREEMENT

This Discretionary Service Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Service to be Provided** -- Company agrees to provide, and Customer agrees to pay for Discretionary Service in accordance with this Agreement and Company's Rate WDS – Wholesale Discretionary Services contained in Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the Public Utility Commission of Texas ("PUCT"), including the Service Regulations contained therein ("Company's Tariff for Transmission Service"). A description of the Discretionary Service(s) to be provided, the location at which the Discretionary Service(s) will be provided, and the cost and scheduling of, and any supplemental terms and conditions applicable to, such service(s) are contained in Exhibit A.

2. **Nature of Service and Company's Tariff for Transmission Service** -- Any Discretionary Service covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable PUCT Substantive Rules and Company's Tariff for Transmission Service. During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Tariff for Transmission Service. Company's Tariff for Transmission Service is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Tariff for Transmission Service.

3. **Discretionary Service Charges** -- Charges for any Discretionary Service covered by this Agreement are determined in accordance with Company's Tariff for Transmission Service. Company and Customer agree to comply with PUCT or court orders concerning Discretionary Service charges.

4. **Term and Termination** -- This Agreement becomes effective _____ and will thereafter continue in effect until _____. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Tariff for Transmission Service are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

_____
_____
_____
_____

(b) If to Customer:

_____
_____
_____
_____

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

10. **Invoicing and Payment** – Invoices for any Discretionary Service covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

_____
_____
_____
_____

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes applicable by reason

of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – _____

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

ONCOR ELECTRIC DELIVERY COMPANY LLC	CUSTOMER
BY: _____	BY: _____
Signature	Signature
Name: _____	Name: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT A

Discretionary Service to be Provided	**Location / Cost & Schedule / Supplemental Terms & Conditions**

AGREEMENT FOR INTERCONNECTION OF DISTRIBUTION GENERATION RESOURCE

Between

[CUSTOMER]

as a Distribution Generation Resource,

and

Oncor Electric Delivery Company LLC,

as the Transmission and Distribution Service Provider,

for

[Project Name]

[Date]

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Agreement for Interconnection of Distribution Generation Resource

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and [ ], ("Customer"), each hereinafter may be referred to individually as "Party" or both referred to collectively as the "Parties."

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Objective and Scope

Company represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Customer represents that it will own and operate a Distribution Generation Resource ("DGR"). It is the intent of the Parties, by this Agreement, to state the terms and conditions under which Customer Facilities will be interconnected to Company Facilities and how Customer Facilities will be operated and dispatched as an ERCOT generation or energy storage resource. This Agreement shall apply to the interconnection and operation of Distribution Generation Resources interconnecting at distribution voltage. DGR by definition is subject to all ERCOT protocols and other ERCOT rules that apply to Generation Resources. This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of Facilities specifically identified and described in the attached Facility Schedules. This Agreement is applicable only to the distribution-level generators that register with ERCOT as a Generation Resource and does not apply to other distribution-level generators, including Settlement-Only Distribution Generators ("SODG"), and unregistered Distributed Generation.

2. Definitions

Capitalized terms shall apply and have the meaning as set forth below, except as otherwise specified in the Agreement:

A. "Agreement" shall mean this Agreement with all Exhibits attached hereto, and any exhibits, schedules and attachments hereafter added by amendment to this Agreement.

B. "Ancillary Service" shall have the meaning ascribed thereto in Section 2 of the ERCOT Nodal Protocols.

C. "ANSI Standards" shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.

D. "Commercial Operation" shall mean the date on which Customer declares that the construction of Customer Facility has been substantially completed, testing and commissioning of Customer Facility has been completed, and Customer Facility is ready for dispatch.

E. "Company Facility(ies)" shall mean the network of electrical components, communication, or other common utility equipment installed by Company.

F. "Customer Facility(ies)" shall mean the network of electrical components installed by Customer in order to supply, transfer, or use electric power and as specified in the Facility Schedule(s).

G. "DG Rules" shall mean PUCT Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) or any successor rule(s) addressing distributed generation.

H. "Distribution Generation Resource" ("DGR") shall mean generation or energy storage resources which are connected to Company's distribution system at less than 60 kV as a Generation Resource capable of being economically dispatched via the ERCOT Security-Constrained Economic Dispatch ("SCED") and eligible

to provide Ancillary Services. In addition, a DGR must be registered with ERCOT in accordance with Planning Guide Section 6.8.2, Resource Registration Process, and must be modeled in ERCOT systems in accordance with Section 3.10.7.2, Modeling of Resources and Transmission Loads.

I. "DGR Integration Study" shall mean the transmission and distribution technical studies required by the Company in order to integrate operation of the Customer Facility with the Company's transmission and distribution system in accordance with all Company operating requirements and consistent with ERCOT protocols and other ERCOT rules. The DGR Integration Study identifies the additional necessary upgrades, improvements, or changes needed to support safe and reliable operations through the distribution interface and into the transmission grid.

J. "Distributed Generation" ("DG") shall mean an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten megawatts (MW) or less and connected at a voltage less than 60 kilovolts (kV) which may be connected in parallel operation to the utility system.

K. "ERCOT" shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

L. "ERCOT Requirements" shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric systems in ERCOT, including any amendments to those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time, and any successors thereto.

M. "Facility Schedule(s)" shall mean all Exhibits attached to this Agreement, which identify equipment, conditions, and information associated with this Point of Interconnection.

N. "Generation Resource(s)" shall mean a Customer Facility capable of providing energy or Ancillary Service to the ERCOT System and is registered with ERCOT as a Generation Resource. The term "Generation Resource" does not include a Non-Modeled generator.

O. "Good Utility Practice" shall have the meaning ascribed thereto in PUCT Substantive Rule 25.5(56), or its successor.

P. "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.

Q. "IEEE Standards" shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified. .

R. "Impact Study" shall mean the distribution-level, 60 kV or less, steady-state Impact Study performed by Company intended to determine the expected impacts of the proposed Customer Facility on the Company's transmission and distribution system. This study takes into account the requested modes of operation and reports the necessary upgrades, improvements, or changes needed to allow the interconnection on the distribution system.

S. "In-Service Date" shall be the date, as reflected in the Facility Schedule that the Company Facilities will be ready to connect to the Customer Facilities.

T. "NESC" shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.

U. "Person" shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

V. "Point of Interconnection" ("POI") shall mean the point(s) of interconnection specified in Exhibit "A" where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.

W. "PUCT" shall mean the Public Utility Commission of Texas or its successor in function.

X. "RARF" shall mean Resource Asset Registration Form.

Y. "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).

Z. "SODG" shall mean a Settlement-Only Distribution Generator which is a less than 10 MW generator connected at 60 kV or less and registered with ERCOT as a Settlement Only Generator ("SOG"). They are not dispatchable by ERCOT and telemetry is not required. They are settled in the market for energy only.

AA. "Tariff" shall mean the applicable Oncor Tariff, either the Tariff for Retail Delivery Service or the Tariff for Transmission Service.

BB. Wholesale Storage Load ("WSL") shall mean energy that is separately metered from all other facilities to charge a technology that is capable of storing energy and releasing that energy at a later time to generate electric energy. WSL includes losses for the energy conversion process that are captured by the WSL EPS Meter. WSL is limited to the following technologies: batteries, flywheels, compressed air energy storage, pumped hydro-electric power, electro chemical capacitors, and thermal energy storage associated with turbine inlet chilling.

3. Effective Term and Termination Rights

A. This Agreement becomes effective when executed by both Parties and shall remain in effect until terminated. The Agreement may be terminated for any of the following reasons:

a. Customer may terminate this Agreement at any time, by giving Company sixty (60) days' advance written notice.
b. Company may terminate this Agreement by giving written notice to the Customer upon failure by Customer to reach Commercial Operation within twelve (12) months after the In-Service Date.
c. Either Party may terminate this Agreement by giving at least sixty (60) days' advance written notice that a Party is in default of any of the material terms and conditions of this Agreement, however, the notice is required to specify the basis of the request for termination and there is opportunity to cure the default with Reasonable Efforts.
d. Company may terminate this Agreement by giving Customer at least sixty (60) days' advance written notice, if possible, in the event of a material change in an applicable rule or statute that necessitates termination of this Agreement. In the event of a termination, Company shall engage in good faith negotiations towards reaching a new interconnection agreement, however the Company does not guarantee such negotiations will result in a new interconnection agreement.

B. If a Party elects to terminate this Agreement pursuant to this Section 3, Customer shall pay all costs incurred by Company as of the date of receipt by the non-terminating Party of the notice of termination. Customer cost shall include

a. The costs that Company has incurred for engineering, procuring equipment and materials, right of way acquisition, construction, and any other costs related to the Company Facilities.
b. The costs that Company has committed to incur that it is unable to avoid using commercially reasonable steps.
c. Costs incurred by Company after the date of termination to return Company's system to a condition consistent with Company's construction standards. In the event of termination by either Party, both

Parties shall use Reasonable Efforts to mitigate the damages and charges that they may incur as a consequence of termination. These provisions shall survive termination of this Agreement.

C. In calculating the costs Company has incurred (or has committed to incur), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

D. Upon termination of this Agreement, the Parties will disconnect the Customer Facilities from the Company Facilities. The Parties will use Reasonable Efforts to coordinate such disconnection and the removal of Customer Facilities and Company Facilities. If the Customer Facilities are not disconnected and/or removed within thirty (30) days of written notice by Company to Customer, Company shall have the right to disconnect the Customer Facilities from the Company Facilities, remove Customer Facilities from property owned or controlled by Company, and restore Company's system to a condition consistent with Company's construction standards. Customer will be responsible for all costs and expenses, in their entirety, for Company to remove Customer Facilities and restore Company's system to a condition of construction standard due to Customer failure to remove Customer Facilities within thirty (30) days. The provisions of this Section shall survive termination of this Agreement.

4. Establishment of Point of Interconnection

Parties agree to interconnect their facilities in accordance with the terms and conditions of this Agreement. The Parties agree to design and construct their individual facilities hereunder in accordance with the following:

A. Good Utility Practice;

B. ERCOT Requirements;

C. PUCT Substantive Rules;

D. Applicable provisions of the NESC, ANSI Standards, and IEEE Standards, in effect at the time of construction of the interconnection facilities; and

E. All valid, applicable federal, state, and local laws, ordinances, rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.

5. Exclusions and Modifications

The provisions of the DG Rules, which by their terms may not be applicable to this Agreement, are hereby incorporated into this Agreement in their entirety for Customer Facilities, and all such Customer Facilities must adhere to all applicable provisions of the DG Rules. Provided, however, that the provisions of the DG Rules that are inconsistent with the intended operation of Customer Facilities as a DGR are not incorporated into this Agreement, and provided further that in the event of any conflict between the provisions of the DG Rules and the provisions of this Agreement, this Agreement will control. This Agreement does not fall under jurisdiction of NERC or NERC Reliability Standards except where explicitly described for the operation of Customer Facilities.

6. Right of Access, Equipment Installation, Removal & Inspection

A. Upon reasonable notice, Company shall be granted access to Customer's premises to inspect the Customer Facility and observe the commissioning (including any testing), startup, and operation of the Customer Facility.

B. Following initial inspection as described in Subsection 6(A.) at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have

access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the terms and conditions of this Agreement, or if necessary to meet its obligations to provide service to its customers.

C. Customer warrants that it has, or has obtained from other entities, all necessary rights to provide Company access to the Customer's premises, as necessary or appropriate for Company to exercise its rights under this Agreement.

7. Modifications of Customers Facilities

Customer agrees that prior to making any modifications to Customer Facilities including but not limited to changes in Ancillary Services or the services studied at the time of interconnection that substantially affect the interconnection facilities and/or associated system protection equipment and/or system protection settings, and/or other parameters associated with the interconnection between the Customer Facility and Company Facilities (including but not limited to the installation of new or upgraded facilities), Customer must provide notification and receive written approval from Company, prior to making such modifications.

8. Service Interruptions

A. Company shall have the right to suspend service in cases where continuance of service to Customer will endanger Persons or property. During a forced outage of the Company Facilities, Company shall have the right to suspend service to effect immediate repairs of the Company Facilities.

B. The Parties recognize that the interruption of service provisions of Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules give Company the right to disconnect the Company Facility from Customer Facility under the conditions specified therein. Customer will promptly disconnect Customer Facility from the Company Facility when required by and in accordance with Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules or ERCOT Requirements, provided that Company shall have the right to disconnect Customer Facility from the Company Facility if Customer fails to comply with any such disconnection requirement or if Customer fails to comply with the terms of the applicable Company Tariff including failure to pay charges assessed, pursuant to the applicable Company Tariff.

9. Metering, Telemetry, and Communication Requirements

A. Metering, telemetry, and communication of data by Company and Customer hereunder will be in accordance with ERCOT Requirements. Company will specify data to be provided to Company by Customer.
Company shall, in accordance with Oncor Tariff, ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility.

B. Customer shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility. The interconnection of the Customer Facility with the Company Facilities shall not interfere with the operation of Company's metering, telemetry, or communications equipment.

C. Company will notify Customer no less than seven (7) business days in advance of any planned maintenance, inspection, testing, or calibration of metering equipment, telemetry, or communications equipment unless otherwise agreed to in writing. Customer, shall have the right to be present for these activities and to receive copies of appropriate documents related to the procedures and results.

D. Prior to the connection of the Customer Facility, acceptance tests will be performed by the Parties to ensure the proper functioning of all metering, telemetry and communications equipment associated with the

interconnection and operation of the Customer Facility, and to verify the accuracy of data received by Company and Customer. All acceptance tests will be performed consistent with ERCOT Requirements and Good Utility Practice.

E. Customer will own and install the necessary communications facilities for provision of SCADA communications and telemetry to Customer's energy management system and to Company's system dispatch center consistent with ERCOT Requirements. All communications facilities delivering data to Company shall meet Company's requirements. If there is a conflict between Company requirements and ERCOT Requirements, Company requirements shall prevail.

Company shall, in accordance with Good Utility Practice and applicable requirements, specify the communications facilities necessary to transmit data from Customer's metering and telemetry facilities to Company's system dispatch center.

F. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment error or malfunction that requires attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

G. Any change to Customer's meters, telemetry equipment, voltage transformers, current transformers, associated panels, hardware, conduit or cable, which will affect the data received by Customer must be approved in writing by Company prior to Customer making such change.

10. System Protection and Other Controls Requirements

A. Customer shall install and maintain equipment necessary to automatically disconnect Customer Facilities from Company Facilities in the event of a fault on the Company electrical distribution system. Design of Customer Facilities is subject to Company review as to suitability for safe, compatible, reliable interconnection and operation with the Company Facilities so as to not reduce or adversely impact the quality of electric service provided by Company to all customers. Customer will provide to Company a relaying one line diagram and any related drawings or other documents pertaining to system protection and other controls requested by Company. Customer Facilities will include a fault interrupting device at the Point of Interconnection capable of interrupting the available fault current. For unintentional islanding event in which the Customer Facility energizes a portion of the Company system through the Point of Interconnection, the Customer's system protection facilities shall detect such islanding, disconnect from, and cease to energize the Company Facilities within two (2) seconds.

B. Customer Facility will comply with ERCOT Requirements concerning voltage ride-through, under-frequency and over-frequency relaying, and primary frequency response.

11. System Disturbance Analysis, Testing and Commissioning

A. Each Party will test, operate and maintain system protection equipment in accordance with Company requirements and ERCOT Requirements. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform all required testing of system protection equipment. Customer agrees that acceptable relay test reports will be provided to Company and on-site commissioning acceptance testing shall be performed prior to final commissioning of the Customer Facility. Customer agrees to submit to Company preliminary relay settings for all applicable relaying. After Company and Customer agree on the applicable relay settings, Customer will provide final relay settings to Company. Upon completion of acceptance testing, Customer will provide its relay testing documentation to Company certifying that all relaying and protection equipment has been properly tested prior to the Customer Facilities achieving in service.

B. At intervals suggested by Good Utility Practice, or at intervals described in ERCOT Requirements if so defined therein, and following any apparent malfunction of the system protection equipment, each Party shall perform required testing or functional trip tests of its system protection equipment. Each Party will provide reasonable advance notice to the other Party of testing of its system protection equipment under this section and, if requested, allow the Party to have representatives present during testing of its system protection equipment.

C. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

12. System Operation and Maintenance

Each Party shall operate and maintain its facilities in accordance with Good Utility Practice, NESC, ERCOT Requirements, PUCT Substantive Rules, and all other applicable laws, regulations, codes, and standards. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its Facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger Persons or property, provided that, in the event that the Parties make all Reasonable Efforts to schedule an outage but are unable to agree on a mutually agreeable schedule, Company's schedule shall control. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Customer Facility that will affect the operation of the Company Facilities shall be coordinated between Company and Customer, and will be conducted in accordance with ERCOT Requirements.

A. Any switching or clearances of the Company Facilities or Customer Facilities will be done in accordance with ERCOT Requirements, Company's switching procedures, and Good Utility Practice.

B. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, Customer shall be responsible for the proper synchronization of the Customer Facility with the Company Facilities.

C. Customer shall procure, install, maintain and operate power system stabilizers in accordance with ERCOT Requirements, if required.

D. The Parties shall maintain network operating model updates in accordance with the ERCOT Requirements.

E. Each Party will establish and maintain a response plan that requires immediate response in the event of an emergency. Each Party shall have a control center that is staffed 24 hours per day, 7 days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its facilities at the Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' control centers or the assigned contact personnel, phone numbers and email addresses will be exchanged and each Party will be notified of any changes moving forward.

13. Scheduled and Unscheduled Outages and Clearances

Each Party shall provide outage notification to the other Party, including for unscheduled (forced) outages and planned outages, in accordance with ERCOT Requirements and Good Utility Practice.

A. In the event of an unscheduled (forced) outage occurring within the Company system that will affect service to the Customer Facility, Company shall promptly notify Customer and Customer's Qualified Scheduling Entity ("QSE"). Customer shall update its Current Operating Plan ("COP") status, telemetered status (if appropriate), and the ERCOT outage scheduler accordingly. Following restoration of the affected Company Facilities, Company shall promptly notify Customer when the Company Facilities are ready to be re-

energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

B. In the event of an unscheduled (forced) outage of Customer Facility, Customer shall promptly notify Company and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall update the ERCOT outage scheduler in accordance with ERCOT Requirements. If clearance is requested, Customer shall not perform restoration of the affected facilities until Company has notified Customer that it may proceed with restoration. Following restoration of the Customer Facilities, Customer shall promptly notify Company when the facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

C. In the event of a scheduled outage of the Company Facilities, Company shall notify Customer no less than (7) business days prior to the scheduled outage. Company shall notify Customer when the Company Facilities are ready to be re-energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

D. In the event of a scheduled outage of the Customer Facility, Customer shall notify Company no less than seven (7) business days prior to the requested outage and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall notify Company when the Customer Facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

14. Performance Obligation & Financial Security Arrangements

A. The Customer will acquire, construct, operate, test, maintain and own Customer Facilities at its sole expense and responsibility. In addition, the Customer may be required to make a Contribution In Aid of Construction ("CIAC"), as described within Exhibit "C" in accordance with applicable rules of the PUCT.

B. The Company will acquire, own, operate, test, and maintain all Facilities designated as Company at its sole expense and responsibility.

C. The Company may require the Customer to provide a reasonable means of security to cover the costs of planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. Requirements pertaining to security arrangements are specified within Exhibit "D" of the Agreement. If the Customer Facility has not achieved Commercial Operation within twelve (12) months after the scheduled Commercial Operation date, as identified in Exhibit "G", or if the Customer terminates this Agreement in accordance with Section 3 the Company may retain security required to recover the costs the Company has incurred in planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. If a cash deposit is made pursuant to Exhibit "D", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

15. Insurance

Customer shall, at its own expense, maintain in force throughout the period of this Agreement and until released by Company the following minimum insurance coverages, with insurers authorized to do business in Texas, and in accordance with the following requirements:

A. Employers' liability and worker's compensation insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the employer's liability insurance shall be one million dollars ($1,000,000) each accident bodily injury by accident, one million dollars ($1,000,000) each employee bodily injury by disease, and one million dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial general liability insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars ($1,000,000) per occurrence / one million dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive automobile liability insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess public liability insurance over and above the employer's liability, commercial general liability and comprehensive automobile liability insurance coverage, with a minimum combined single limit of five million dollars ($5,000,000) per occurrence.

E. The commercial general liability insurance, comprehensive automobile liability insurance, and excess public liability insurance policies shall name Company, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days' advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Customer shall be responsible for its respective deductibles or retentions.

G. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies, if written on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each Party under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Customer shall provide to Company certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, Customer may self-insure to the extent it maintains a self-insurance program, provided that Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's or Moody's Investor's Service. For any period of time that Customer's senior secured debt is unrated by Standard & Poor's and Moody's Investor's Service or is rated at less than investment grade by Standard & Poor's and Moody's Investor's Service, Customer shall comply with the insurance requirements applicable to it under Sections 15(A) through (I). In the event that Customer is permitted to self-insure pursuant to this Section 15(J), it shall not be required to comply with the insurance requirements applicable to it under Sections 14(a) through (i).

K. Each Party shall report to the other Party in writing as soon as practical all accidents or occurrences resulting in injuries to any Person, including death, and any property damage arising out of this Agreement.

16. Limitation of Liability and Indemnification

A. The terms "Delivery Service" and "Construction Service" used in this Section shall have the meaning ascribed to them in Company's Tariff for Retail Delivery Service.

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

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

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

E. Company and Customer shall use Reasonable Efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under this Section. Neither Company nor Customer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of ERCOT.

17. Written Notices

Except as otherwise provided in Exhibit "B", any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified in Exhibit "B". Either Party may change the notice information in Exhibit "B" by giving five (5) business days' written notice prior to the effective date of the change.

18. Successors and Assignments

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of Company, for collateral security purposes to aid in providing financing for the Customer Facility, provided that Customer will require any secured party, trustee or mortgagee to notify Company of any such assignment. Any financing arrangement entered into by Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Company of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

19. Governing Law and Applicable Tariffs

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

D. This Agreement is applicable only to the interconnection of Customer Facility to Company Facility at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy or Ancillary Services by either Party, either before or after Commercial Operation.

E. This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

20. Default and Force Majeure

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, pandemic, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing within seven (7) days of the occurrence claimed to constitute Force Majeure, which notice shall state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. Failure to give the required notice shall constitute a waiver of any claim of Force Majeure. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

C. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to section titled "Default and Force Majeure" or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in the next paragraph, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

D. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, in its sole discretion but subject to receipt of any regulatory approvals required by applicable law, to terminate at any time until a cure occurs either this Agreement or any Facility Schedule as to which the Default relates and disconnect the associated Points of Interconnection by providing [ ] calendar days written notice to the Defaulting Party. Upon termination, the terminating Party is relieved of any further obligations (other than obligations associated with its own Defaults, if any, occurring prior to termination) either under this Agreement if that Party shall have elected to terminate this Agreement, or with respect to the terminated Facility Schedule(s) and disconnected Point of Interconnection(s) if that Party shall have elected to only terminate any Facility Schedules as to which the Default relates. Irrespective of whether a Party terminates this Agreement or any Facility Schedule, that Party is entitled to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled under this Agreement or other applicable tariffs, rules, or law. The provisions of this Section will survive termination of this Agreement.

E. The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

21. Interconnection Outside of ERCOT

The operation of Customer Facility by Customer shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act, and shall be referred to as "Intrastate Operation". The Parties recognize and agree that any such interconnection will constitute an adverse condition giving Company the right to immediately disconnect Company Facilities from Customer Facilities, until such interconnection has been disconnected.

22. Invoicing and Payment

Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Substantive Rules or Oncor Tariff), invoicing and payment rights and obligations under this Agreement shall be governed by Oncor Tariffs and PUCT Substantive Rules or the rules and regulations of the applicable Governmental Authority. Invoices

shall be rendered to the paying Party at the address specified herein, and payments shall be made in accordance with this Agreement.

23. Land Rights and Easements

Terms and conditions addressing the rights of Company and Customer regarding any facilities located on the other Party's property shall, if necessary, be addressed in a separate, duly executed and recorded easement agreement between the Parties.

24. Confidentiality

Subject to the exception in this section, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any Person not employed or retained by the other Party, except to the extent disclosure is:

A. Required by law.

B. Reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute.

C. Permitted by consent of the other Party, such consent not to be unreasonably withheld.

D. Necessary to fulfill its obligations under this Agreement or as a transmission service provider, including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall promptly notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this Section, or if any third party or Governmental Authority makes any request or demand for any of the information described in this Section, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision). Each Party agrees to:

   a. Furnish upon request to the other Party such further information;
   b. Execute and deliver to the other Party such other documents; and
   c. Do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, Company shall, at Customer's expense, when reasonably requested to do so by Customer at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to Company's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to Customer under a proposed loan agreement. Company will use commercially Reasonable Efforts to obtain any opinion of counsel reasonably requested by Customer, but Company shall not be in Default of any obligation under this Agreement if Company is unable to provide an opinion of counsel that will satisfy any potential lender to Customer. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

25. No Annexation

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed to in writing by the Parties.

26. Construction Timelines, Customer Completion of Project

Customer agrees if substantial Customer project construction does not begin within six months of the execution of this Agreement and such delay is not materially caused by a delay of Company in designing, procuring equipment and contracting the interconnection facilities, then Customer may be subject to revised utility system interconnection requirements which could result in requests for additional funding.

27. Miscellaneous Provisions

A. This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

B. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

C. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

28. Representations and Restrictions on Foreign Ownership and Affiliation

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

Oncor Electric Delivery Company LLC	**[Customer]**
BY: _____	BY: _____
PRINTED NAME: James Painter	PRINTED NAME: _____
TITLE: Senior Manager Asset Planning	TITLE: _____
DATE: _____	DATE: _____

Facility Schedule(s)

Exhibit "A"
Interconnection Details

1. Customer Facility Name:

2. Customer Facility Location:

3. Point of Interconnection: Located at the point of common coupling between the Customer Facility and the Company Facilities.

4. Delivery Voltage: kV

5. Number and Size of Generating Units: kW inverters

6. Maximum Export Capacity: MW and MVA

7. Maximum Load Capacity: MW and MVA

8. Type of Generating Unit: Battery / Inverter

9. **Equipment to be furnished by Customer:**

   Customer Facility shall include all facilities on the Customer's side of the Point of Interconnection, as shown in the diagrams provided in Exhibits "D" and "E".

Proposed Customer BESS						
Item	**Qty**	**Manufacturer**	**Model Number**	**Capacity**	**Total Capacity**	**Certification**
Inverters				kW	MW*	

Item	**Qty**	**Manufacturer**	**Model Number**	**Voltage**	**Capacity**	**Total Capacity**
Battery				V	Ah	MWh
Battery Rack				V	Ah	MWh

* Each inverter will be software limited to provide less than # MW at the PCC. Site controller will measure the aggregate power delivered to the PCC and will limit the output to less than or equal to # MW.

(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. **Equipment to be Furnished by Company:**

    Company has determined that the interconnection request will require modifications to its system, which includes, without limitation, the following: installation of a new feeder breaker and associated settings; adding new conductor; replacement of lightning arresters, installation of CCVT's, installation of an IntelliRupter; and adding metering and telemetry communications.

(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

11. **Interconnection Studies**

a. Company has performed a Utility System Impact Study, [Customer] dated ##/##/#### ("Impact Study") which incorporates the DGR Integration Study. Customer agrees to abide by the recommendations, operating limitations, and any other provision contained in the Impact Study.

b. Company will provide a response to satisfy the ERCOT Provisional Conditions for Interconnection and Operation of Qualified Distribution Generation Resources effective September 26, 2019. ERCOT states that future protocols and other rules affecting DGR interconnection and operation are likely to change and may differ from the conditions specified in this Agreement. A separate Acknowledgment, Waiver, and Release Form from ERCOT Resource Entities with Distributed Generation Resources will be produced which will detail compliance conditions which will include but not be limited to Company stating that the Customer Facility has been modeled in the ERCOT system and Company has disclosed any operational conditions which would limit the DGR from being dispatched as a Generation Resource. This Agreement is conditional upon the requirements and results of the Impact Study, and Customer agrees to abide by the recommendations, operating limitations, and any other provision stated.

12. **Supplemental Terms & Conditions:**

Customer agrees to abide by the recommendations, operating limitations, and any other provision stated in the Impact Study, and is to include, but not be limited to the following:

a. **Single Energization Path.** Company has performed interconnection studies utilizing a designated single energization path through Company substation to the transmission grid and therefore will only allow this path for the interconnection.

b. **Power Factor for Load**. When the Customer Facility is operating as a load, Customer shall provide appropriate reactive compensation to ensure a power factor between 0.95 lagging and unity at the Point of Interconnection.

c. **Voltage and Reactive Power Control**. Customer's Facility shall be designed to provide voltage regulation capability for changes in reactive power. Customer agrees to design and operate a generation system with an adjustable capability of operating between 95% lagging to 95% leading power factor. Customer agrees to initially operate their system in constant power factor mode set at unity. Customer agrees upon reasonable notification from Company to alter this setting anywhere within the specified range or change the operating mode.

d. **Customer Facility Operation.** Company's Impact Study identified that the Company system can be impacted by the proposed Customer Facility. It is the Customer's responsibility to actively monitor, regulate, and control its system to stay within Company requirements. Customer Facility shall not cause Company's service voltage to go outside the requirements of ANSI C84.1-2011, Range A (generally within 5% of nominal). Company can require Customer Facilities be disconnected should violations of these conditions occur. Company utilizes the IEEE 519-2014 standard for compliance with harmonic distortion in accordance with PUCT Substantive Rule 25.212(c)(4). Company utilizes the General Electric Company voltage flicker curve as a guide in evaluating voltage dips on Company's distribution system. At Company's substation bus, the maximum allowable voltage dip shall not exceed the Borderline of Visibility Curve (General Electric guideline) for voltage fluctuations at various time intervals.

e. **Frequency Relaying Requirements**. Frequency relaying requirements in ERCOT rules, including but not limited to the Nodal Operating Guide Section 2.6.2, shall control in the event of any conflict with PUC Substantive Rules.

f. **Facility Control and Ramp Rate.** Customer charging and discharging operational requirements are as follows:

Charging / Discharging Operational Requirements	
Approved Charging Capacity	# kW (MW)
Approved Discharging Capacity	# kW (MW)
Non-ERCOT Dispatch or Energy Market Operations Limitations	
Maximum ramp rate for charging (battery charge rate)	# kVA/sec (per inverter)
Maximum number of fluctuations[2] between idling[1] to a full discharging ramp rate	# /hour
Maximum number of fluctuations[2] from idling[1] to maximum charging ramp rate	# /hour
Maximum number full load cycles[3] in a one hour period.	# /hour
System Emergency Operations – Ancillary Services	
Maximum charging and discharging ramp rate for Fast Frequency Response (FFR) (six cycle reaction time and nine cycle ramp – 15 cycle requirement from ERCOT)	# kVA/cycle (per inverter)
Maximum charging or discharging response rates: Fast Responding Regulation Down Service (FRRS-Down[4]) Fast Responding Regulation Up Service (FRRS-Up[4]) (40 cycle reaction time and 20 cycle ramp)	# kVA/cycle (per inverter)

1 Idling shall mean a state where the facility is not charging or discharging for 55 seconds or longer at the PCC.
2 A fluctuation is considered a movement from one state of charge of the system to another state of charge.
3 A full load cycle means going from a state of fully charging at maximum rate to a state of fully discharging at the maximum rate or vice versa.
4 FRRS – required to deploy the capacity within 60 cycles of receiving a deployment signal from ERCOT or measuring a frequency deviation in excess of 0.09Hz.

g. **Facility Control and Ramp Rate Verification Data**. Company may request detailed operational data to verify adherence to the ramp rate and fluctuation requirements stated in the Operational Requirements Table above. Data provided should be submitted in the same units as stated in the operational table. Data requests may include these parameters, but is not limited to any information. When requested, Customer agrees to provide information within five business days.

h. **Wholesale Storage Load**. Customer has requested Wholesale Storage Load treatment to be provided in accordance with PUCT Substantive Rule 25.501(m)(2) and ERCOT Requirements.

Exhibit "B"
Notice Information

a. With the exception of outage notifications, which are addressed in subsections (b) and (c) below, all notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means as follows:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	

b. All notifications of planned outages shall be in writing and/or may be sent between the Parties via electronic means including email as follows:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	

c. All notifications of unscheduled (forced) outages shall be communicated via telephone as follows:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Control Center 24/7 Telephone: (214) 743-6897 Fax Number: (214) 273-6884	

d. Notices of an administrative nature:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	

e. Notice for statement and billing purposes:

If to Company	If to Customer
Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	
Information concerning Electronic Funds Transfers: If to Company: Houston, Texas ABA No. 021000021 (Wire Only) For credit to: Oncor Electric Delivery Company LLC Account No.08806169791	If to Customer: [ENTER NAME OF BANK] [ENTER ADDRESS] [ENTER CITY, STATE, ZIP] ABA No. _____ For credit to: _____ Account No. _____

A Party may change any of its foregoing notice information by providing written notice to the other Party, in

accordance with the terms of the Agreement.

Exhibit "C"
Cost Responsibility, Ownership, and Control

The cost, ownership, and control responsibilities described within this Exhibit C apply to Customer Facilities that qualify for treatment as Wholesale Storage Load (WSL) as determined by Company's Tariff for Transmission Service. If Customer Facilities are not designated as WSL then this Exhibit C will be revised accordingly pursuant to Company's appropriate Delivery Service Tariff.

Note that the cost responsibilities described herein include only Customer responsibilities for Facilities that qualify for WSL treatment. The provision of service to other electric loads located at Customer site, i.e., auxiliary loads, will be addressed in a separate agreement.

Cost Responsibility, Ownership, and Control of Company Facilities:

1. Company retains sole and complete ownership and control of Facilities designated as property of Company. Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this Agreement. Customer will pay Company a Contribution In Aid of Construction ("CIAC") in the amount of $###,###.## for the cost of non-standard facilities.

2. This non-utilization clause applies only to the installation of standard delivery system facilities.

    a. The amount of CIAC is calculated based on the maximum charging capacity of the Generation Resource (i.e., contract kW). Company will conduct a review of the actual load at the designated location to determine the accuracy of the estimated charging capacity of Generation Resource. If, within four (4) years after Company completes the extension of delivery system facilities, the estimated load as measured by actual maximum kW billing demand at the designated location has not materialized, Company will re-calculate the CIAC based on actual maximum kW billing demand measured.

    b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC and the initial CIAC paid by Customer. Company's invoice to Customer for a "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

Other Cost Responsibilities

Other applicable costs associated with this Agreement for the delivery of electric power and energy by Company are as specified and pursuant with

☐ Rate Schedule 3.2 Rate XFMR – Wholesale Substation Service

☐ Rate Schedule 3.3 Rate DLS – Wholesale Distribution Line Service

of the Company's Tariff for Wholesale Delivery Service, which may from time to time be amended or succeeded.

Exhibit "D"
Security Arrangement Details

Effective on or before [ENTER DATE], Customer shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which Oncor receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect either i) an "Irrevocable Standby Letter of Credit" for the benefit of COMPANY in a commercially acceptable form consistent with this Exhibit D and otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld, in the amount as set forth below or ii) a cash deposit "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Customer-selected and COMPANY-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom COMPANY certifies has succeeded to COMPANY's right, title and interest in and to this Agreement. Should COMPANY transfer such Irrevocable Standby Letter of Credit as stated above, Customer shall reimburse COMPANY for any costs it incurs from the Bank associated with such transfers.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Customer shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another COMPANY-approved bank of Customer's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to COMPANY and Customer in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Customer hereby agrees that in the event that the Bank gives such notice and Customer does not provide COMPANY with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, COMPANY shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Customer has not provided to COMPANY a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, COMPANY shall have the right to retain as security the full amount (as specified

in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

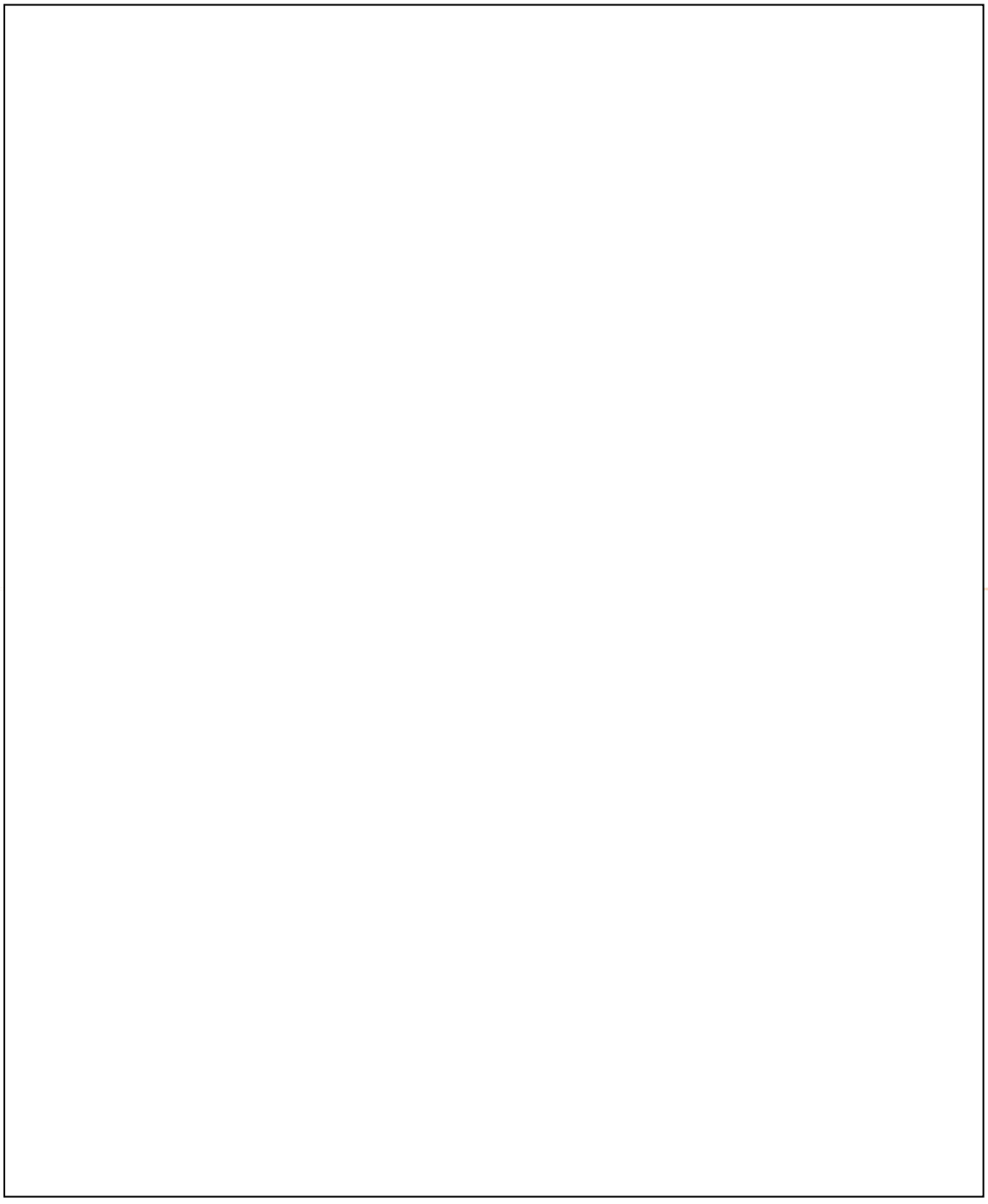
Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Customer.

As of the Effective Date, the Irrevocable Standby Letter of Credit or cash deposit shall provide surety to COMPANY in the amount of $_____.

Effective Date	Surety Amount
_____	$_____

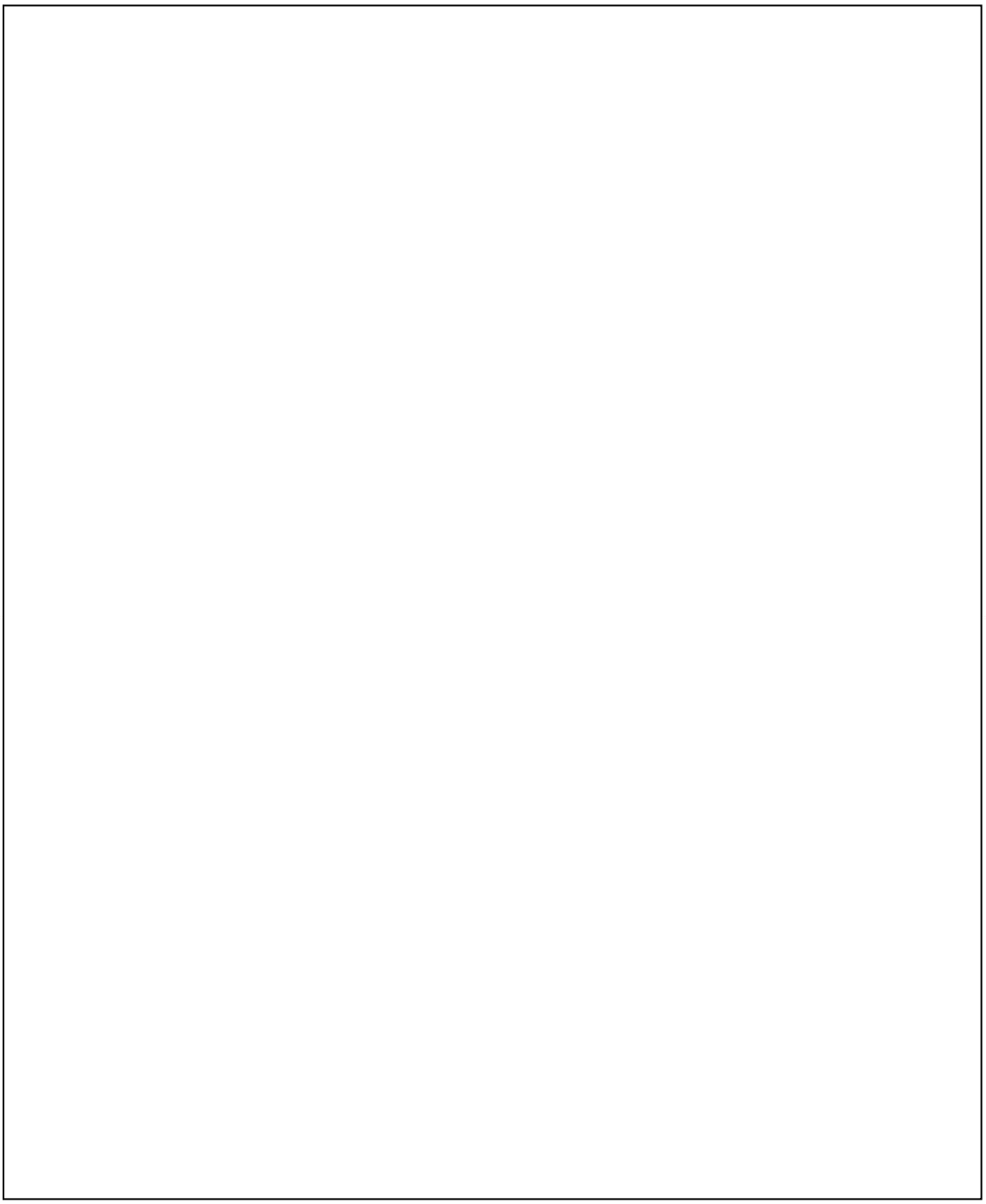
Exhibit "E"
One-Line Diagram

:



Note: Shown one-line drawing represents the most current drawing(s) available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

Exhibit "F"
Layout Drawing



Note: Layout drawing represents the most current drawing available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction.

Exhibit "G"
Time Schedule

Date by which Customer must provide notice to commence construction and provide security, so that COMPANY may maintain schedule to meet the target In-Service Date: [INSERT DATE]

Target In-Service Date(s): [INSERT DATE]

Scheduled Interoperability Test Date: [INSERT DATE]

Scheduled Commercial Operation Date: [INSERT DATE]

Date by which COMPANY will submit the Metering Design Proposal to ERCOT: [INSERT DATE]

Date by which COMPANY must take ownership or possession of the deed or easement(s), in accordance with Exhibit "A", for property for the CUSTOMER FACILITIES, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer must provide an all-weather road acceptable to COMPANY for COMPANY's ingress and egress to and from the CUSTOMER FACILITIES site, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer will complete the Customer Facility grading and the All-Weather Road, where Company facilities are to be installed. [INSERT DATE]

Date by which Customer will have conduit stub-ups and cable installed at the Point of Interconnection for COMPANY's terminations: [INSERT DATE] Note: Delete this paragraph if not applicable

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "G".

Exhibit "H"
Ancillary Services

Customer has requested to participate in the following Ancillary Services. If these definitions change, then they are to be replaced with their successor in function.

☐ **A.** **Non-Spinning Reserve (Non-Spin)** An Ancillary Service that is provided through use of the part of off-line Generation Resources that can be synchronized and ramped to a specified output level within 30 minutes (or load resources that can be interrupted within 30 minutes) and that can operate (or load resources that can be interrupted) at a specified output level for at least one hour. Non-spin may also be provided from unloaded on-line capacity that meets the 30-minute response requirements and that is reserved exclusively for use for this service.

☐ **B.** **Regulation Down Service (Reg-Down)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available below any base point but above the Low Sustained Limit (LSL[1]) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-down must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-down below the load resource's Maximum Power Consumption (MPC[2]) limit.

☐ **C.** **Fast Responding Regulation Down Service (FRRS-Down)** A subset of reg-down in which the participating resource provides reg-down capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-down also apply to FRRS-down.

☐ **D.** **Regulation Up Service (Reg-Up)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available above any base point but below the High Sustainable Limit (HSL[3]) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-up must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-up above the load resource's Low Power Consumption (LPC[4]) limit.

☐ **E.** **Fast Responding Regulation Up Service (FRRS-Up)** A subset of reg-up in which the participating resource provides reg-up capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-up also apply to FRRS-up.

[1] Low Sustained Limit (LSL), For a Generation Resource: The limit established by the QSE, continuously updatable in real-time, that describes the minimum sustained energy production capability of a resource. For a Load Resource: The limit calculated by ERCOT, using the QSE-established LPC.
[2] Maximum Power Consumption (MPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the maximum sustained power consumption of a load resource. The MPC shall be a positive number in MW.
[3] High Sustainable Limit (HSL) – For a Generation Resource: The limit established by the QSE, continuously updated in real-time that describes the maximum sustained energy production capability of the resource. For a load resource: The limit calculated by ERCOT, using the QSE-established Maximum Power Consumption (MPC).
[4] Low Power Consumption (LPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the minimum sustained power consumption of a load resource. The LPC shall be a non-negative number in MW.

☐ **F.** **Responsive Reserve (RRS)** An Ancillary Service that provides operating reserves that are intended to: Arrest frequency decay within the first few seconds of a significant frequency deviation on the ERCOT transmission grid using primary frequency response, Fast Frequency Response (FFR), and interruptible load; after the first few seconds of a significant frequency deviation, help arrest and stabilize frequency; and provide energy or continued load interruption during the implementation of the Energy Emergency Alert (EEA).

☐ **G.** **Fast Frequency Response (FFR)** The automatic self-deployment and provision by a resource of their obligated response within 15 cycles after frequency meets or drops below a preset threshold, or a deployment in response to an ERCOT Verbal Dispatch Instruction (VDI) within 10 minutes. Resources capable of automatically self-deploying and providing their full Ancillary Service Resource Responsibility within 15 cycles after frequency meets or drops below a preset threshold and sustaining that full response for at least 15 minutes may provide Responsive Reserve (RRS).