

**TARIFF
FOR
RETAIL DELIVERY SERVICE**

ONCOR ELECTRIC DELIVERY COMPANY LLC

1601 Bryan Street
Dallas, Texas 75201-3422

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 1 of 7
Revision: Seven

TABLE OF CONTENTS

CHAPTER 1: DEFINITIONS 9

CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA 14

CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS 17

3.1. APPLICABILITY 17

3.2 GENERAL 17

3.3 DESCRIPTION OF SERVICE 17

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE..... 17

3.5 AVAILABILITY OF TARIFF 18

3.6 CHANGES TO TARIFF 18

3.7 NON-DISCRIMINATION 18

3.8 FORM OF NOTICE 18

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO
DELIVERY SERVICE 19

3.10 INVOICING TO STATE AGENCIES 19

3.11 GOVERNING LAWS AND REGULATIONS..... 19

3.12 GOOD-FAITH OBLIGATION 19

3.13 QUALITY OF DELIVERY SERVICE..... 19

3.14 COOPERATION IN EMERGENCIES 19

3.15 SUCCESSORS AND ASSIGNS 20

3.16 EXERCISE OF RIGHT TO CONSENT 20

3.17 WAIVERS..... 20

3.18 NON-BUSINESS DAY DESIGNATIONS..... 20

3.19 PUBLIC SERVICE NOTICE..... 20

3.20 HEADINGS..... 20

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 2 of 7
Revision: Seven

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS	21
4.1 GENERAL SERVICE RULES AND REGULATIONS.....	21
4.1.1 APPLICABILITY OF CHAPTER.....	21
4.1.2 REQUIRED NOTICE	21
4.2 LIMITS ON LIABILITY	21
4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.....	21
4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER	21
4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES	22
4.2.4 FORCE MAJEURE	22
4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS.....	22
4.2.6 LIMITATION OF WARRANTIES BY COMPANY	22
4.3 SERVICE.....	23
4.3.1 ELIGIBILITY.....	23
4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION).....	23
4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.....	23
4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED	24
4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES.....	24
4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	24
4.3.5 SWITCHING FEE	25
4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES	25
4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY.....	26
4.3.8 SUSPENSION OF DELIVERY SERVICE	26
4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE.....	26
4.3.9 CRITICAL CARE/CRITICAL LOAD CUSTOMER DESIGNATION	27
4.3.9.1 CRITICAL CARE RESIDENTIAL STATUS	27
4.3.9.2 CRITICAL CARE INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY	27
4.3.9.3 OTHER COMPANY RESPONSIBILITIES.....	27
4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS	27
4.3.11 RESTORATION OF DELIVERY SERVICE	28
4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER	28
4.3.12.1 MOVE OUT REQUEST	28
4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION	29
4.3.13 CUSTOMER REQUESTED CLEARANCE.....	29
4.4 BILLING AND REMITTANCE.....	29
4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.....	29
4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES.....	30
4.4.3 INVOICE CORRECTIONS	30
4.4.4 BILLING CYCLE	31

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 3 of 7
Revision: Seven

4.4.5	REMITTANCE OF INVOICED CHARGES	31
4.4.6	DELINQUENT PAYMENTS.....	31
4.4.7	PARTIAL PAYMENTS	32
4.4.8	INVOICE DISPUTES.....	32
4.4.9	SUCCESSOR COMPETITIVE RETAILER.....	32
4.5	SECURITY DEPOSITS AND CREDITWORTHINESS	33
4.5.1	SECURITY RELATED TO TRANSITION CHARGES	33
4.5.2	SECURITY RELATED TO OTHER DELIVERY CHARGES	33
4.5.2.1	DEPOSIT REQUIREMENTS.....	33
4.5.2.2	SIZE OF DEPOSIT	33
4.5.2.3	FORM OF DEPOSIT	33
4.5.2.4	INTEREST	34
4.5.2.5	HISTORICAL DEPOSIT INFORMATION	34
4.5.2.6	REFUND OF DEPOSIT	34
4.6	DEFAULT AND REMEDIES ON DEFAULT.....	34
4.6.1	COMPETITIVE RETAILER DEFAULT	34
4.6.2	REMEDIES ON DEFAULT	34
4.6.2.1	DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY.....	34
4.6.2.2	DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF	35
4.6.2.3	DEFAULT RELATED TO DE-CERTIFICATION.....	35
4.6.3	CURE OF DEFAULT	36
4.7	MEASUREMENT AND METERING OF SERVICE	36
4.7.1	MEASUREMENT.....	36
4.7.2	METER READING.....	36
4.7.2.1	DENIAL OF ACCESS BY RETAIL CUSTOMER.....	37
4.7.2.2	ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER	37
4.7.3	REPORTING MEASUREMENT DATA.....	38
4.7.4	METER TESTING.....	38
4.7.5	INVOICE ADJUSTMENT DUE TO METER INACCURACY	39
4.8	DATA EXCHANGE	39
4.8.1	DATA FROM METER READING	39
4.8.1.1	DATA RELATED TO INTERVAL METERS.....	40
4.8.1.2	DATA REPORTED BY VOLUMETRIC (KWH) METERS.....	40
4.8.1.3	OUT-OF-CYCLE METER READS.....	40
4.8.1.4	ESTIMATED USAGE.....	41
4.8.1.5	METER/BILLING DETERMINANT CHANGES	41
4.8.2	DATA FOR UNMETERED LOADS	41
4.8.3	ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA.....	42
4.8.4	DATA EXCHANGE PROTOCOLS	42
4.9	DISPUTE RESOLUTION PROCEDURES.....	43
4.9.1	COMPLAINT PROCEDURES	43
4.9.2	COMPLAINT WITH REGULATORY AUTHORITY.....	43
4.10	SERVICE INQUIRIES	43

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 4 of 7
Revision: Seven

4.11	OUTAGE AND SERVICE REQUEST REPORTING	44	
4.11.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS	44	
4.11.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS.....	45	
CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS			46
5.1	GENERAL	46	
5.1.1	APPLICABILITY OF CHAPTER	46	
5.1.2	COMPANY CONTACT INFORMATION.....	46	
5.2	LIMITS ON LIABILITY	46	
5.2.1	LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.....	46	
5.2.2	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER	46	
5.2.3	DUTY TO AVOID OR MITIGATE DAMAGES	47	
5.2.4	FORCE MAJEURE	47	
5.2.5	EMERGENCIES AND NECESSARY INTERRUPTIONS.....	47	
5.2.6	LIMITATION OF WARRANTIES BY COMPANY	48	
5.3	SERVICE.....	48	
5.3.1	INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION).....	48	
5.3.1.1	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.....	48	
5.3.1.2	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED	49	
5.3.2	REQUESTS FOR CONSTRUCTION SERVICES.....	49	
5.3.3	CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	49	
5.3.4	SWITCHING FEES AND SWITCHOVERS	49	
5.3.5	IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES	49	
5.3.6	CHANGES IN RATE SCHEDULES.....	50	
5.3.7	SUSPENSION OF SERVICE	51	
5.3.7.1	SUSPENSIONS WITHOUT PRIOR NOTICE.....	51	
5.3.7.2	NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS	51	
5.3.7.3	RESTORATION OF SERVICE.....	52	
5.3.7.4	PROHIBITED SUSPENSION OR DISCONNECTION	52	
5.3.8	DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES.....	53	
5.4	ELECTRICAL INSTALLATION AND RESPONSIBILITIES.....	53	
5.4.1	RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS.....	53	
5.4.2	INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION	53	
5.4.3	LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION	53	
5.4.4	CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES.....	54	

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 5 of 7
Revision: Seven

5.4.5	PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER	54
5.4.6	RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES	54
5.4.7	UNAUTHORIZED USE OF DELIVERY SYSTEM	55
5.4.8	ACCESS TO RETAIL CUSTOMER'S PREMISES.....	55
5.5	RETAIL CUSTOMER'S ELECTRICAL LOAD	55
5.5.1	LOAD BALANCE	55
5.5.2	INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS ..	56
5.5.3	EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS	56
5.5.4	CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD	56
5.5.5	POWER FACTOR	56
5.5.6	TESTING OF RETAIL CUSTOMER EQUIPMENT	57
5.6	LIMITATIONS ON USE OF DISTRIBUTION SERVICE	57
5.6.1	INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES) .	57
5.6.2	PARALLEL OPERATION	58
5.7	FACILITIES EXTENSION POLICY.....	58
5.7.1	GENERAL.....	58
5.7.2	CONTRACTUAL ARRANGEMENTS	58
5.7.3	PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM	59
5.7.4	ALLOWANCE FOR FACILITIES	59
5.7.5	NON-STANDARD FACILITIES	59
5.7.6	CUSTOMER REQUESTED FACILITY UPGRADES	59
5.7.7	TEMPORARY DELIVERY SYSTEM	60
5.7.8	REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS	60
5.7.9	DISMANTLING OF COMPANY'S FACILITIES	60
5.8	BILLING AND REMITTANCE.....	60
5.8.1	BILLING OF DELIVERY CHARGES	60
5.8.2	BILLING TO RETAIL CUSTOMER BY COMPANY	60
5.9	DEFAULT AND REMEDIES ON DEFAULT.....	61
5.9.1	COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....	61
5.10	METER	61
5.10.1	METERING PRACTICES	61
5.10.2	RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS	61
5.10.2.1	REQUIREMENTS.....	62
5.10.3	METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS.....	62
5.10.4	LOCATION OF METER.....	62
5.10.5	NON-COMPANY OWNED METERS	63
5.11	RETAIL CUSTOMER INQUIRIES	64
5.11.1	SERVICE INQUIRIES.....	64
5.11.2	COMPLAINTS	64
5.11.3	BILLING INQUIRIES.....	64
5.12	OUTAGE REPORTING.....	65

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 6 of 7
Revision: Seven

5.12.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS	65
5.12.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS.....	65
CHAPTER 6: COMPANY SPECIFIC ITEMS		66
6.1	RATE SCHEDULES.....	66
6.1.1	DELIVERY SYSTEM CHARGES	66
6.1.1.1	CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE	66
6.1.1.2	SCHEDULE TC	68
6.1.1.3	CTC.....	70
6.1.1.4	CHARGES FOR SBF	72
6.1.1.5	CHARGES FOR NUCLEAR DECOMMISSIONING	74
6.1.1.6	OTHER CHARGES	76
6.1.1.7	RIDER TC1 - TRANSITION CHARGE	82
6.1.1.7.1	RIDER TC2 - TRANSITION CHARGE	89
6.1.1.8	RIDER SBF - SYSTEM BENEFIT FUND	96
6.1.1.9	RIDER NDC - NUCLEAR DECOMMISSIONING CHARGE	97
6.1.1.10	RIDER CTC - COMPETITION TRANSITION CHARGE	98
6.1.1.11	RIDER SCUD - STATE COLLEGES & UNIVERSITIES DISCOUNT	99
6.1.1.12	RIDER EMC - EXCESS MITIGATION CREDIT	100
6.1.1.13	RIDER TCRF - TRANSMISSION COST RECOVERY FACTOR	106
6.1.1.13.1	RIDER TCRF - TRANSMISSION COST RECOVERY FACTOR	107
6.1.1.14	RIDER CMC - COMPETITIVE METERING CREDIT	108
6.1.1.15	RIDER RCC - RETAIL CLAWBACK CREDIT	109
6.1.1.16	RIDER UNDERGROUND FACILITIES COST RECOVERY FACTOR (UFCRF).....	110.1
6.1.2	DISCRETIONARY CHARGES	111
6.1.2.1	STANDARD DISCRETIONARY SERVICES.....	111
6.1.2.2	CONSTRUCTION SERVICE CHARGES	116
6.1.2.3	DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES	122
6.1.2.4	DISTRIBUTED GENERATION.....	125
6.2	COMPANY-SPECIFIC TERMS AND CONDITIONS.....	126
6.2.1	DEFINITIONS	126
6.2.2	COMPANY'S STANDARD VOLTAGES	127
6.2.3	ADDITIONAL DELIVERY SERVICE INFORMATION	128
6.2.4	ADDITIONAL DISCRETIONARY SERVICE INFORMATION	129
6.3	AGREEMENTS AND FORMS.....	130
6.3.1	FACILITIES EXTENSION AGREEMENT	130
6.3.2	APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION WITH THE UTILITY SYSTEM	132
6.3.3	AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION	134
6.3.4	DISCRETIONARY SERVICES AGREEMENT	139
6.3.5	EASEMENT AND RIGHT OF WAY (FORM 50.3000).....	141
6.3.6	EASEMENT AND RIGHT OF WAY (FORM 50.3100).....	142
6.3.7	EASEMENT AND RIGHT OF WAY (FORM 50.3200).....	143
6.3.8	EASEMENT AND RIGHT OF WAY (FORM 50.3300).....	144

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date: January 7, 2008

Page 7 of 7
Revision: Seven

6.3.9	EASEMENT AND RIGHT OF WAY (FORM 50.3400)	145
6.3.10	EASEMENT AND RIGHT OF WAY (FORM 50.3500)	146
6.3.11	EASEMENT AND RIGHT OF WAY (FORM 50.3600)	147
6.3.12	GRANT OF EASEMENT (VETERAN'S LAND BOARD)	148
6.3.13	AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION	150
6.3.14	AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS	153
6.3.15	COMPETITIVE METERING LETTER OF AGENCY	158
6.3.16	AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY	159.1
6.4	RATE ADMINISTRATION	
6.4.1	CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED	159.7
	APPENDIX A	160
	AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)	160

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

Chapter 1: Definitions

Applicable: Entire Certified Service Area
Effective Date: February 15, 2008

Page 1 of 5
Revision: Three

Chapter 1: Definitions

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

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

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

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

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

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

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

BUSINESS DAY. Any day on which Company's corporate offices are open for business.

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

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

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

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

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

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

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

Chapter 1: Definitions

Applicable: Entire Certified Service Area
Effective Date: February 15, 2008

Page 2 of 5
Revision: Three

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ERCOT. The Electric Reliability Council of Texas, Inc.

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 1: Definitions

Applicable: Entire Certified Service Area

Effective Date: February 15, 2008

Page 3 of 5

Revision: Three

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

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

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

GOOD UTILITY PRACTICE. This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

INDEPENDENT ORGANIZATION or IO. The organization authorized to perform the functions prescribed by PURA §39.151.

KILOVOLT AMPERES or kVA. 1000 Volt-Amperes.

KILOWATT or kW. 1000 Watts.

KILOWATT-HOUR or kWh. 1000 Watt-hours.

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

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

METER DATA. All data contained within the Meter.

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

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

METER READING SCHEDULE. No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers

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

Chapter 1: Definitions

Applicable: Entire Certified Service Area
Effective Date: February 15, 2008

Page 4 of 5
Revision: Three

may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

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

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

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

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

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

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

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

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

PURA. Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

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

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

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 1: Definitions

Applicable: Entire Certified Service Area

Effective Date: February 15, 2008

Page 5 of 5

Revision: Three

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

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area
Effective Date: January 25, 2002

Page 1 of 3
Revision: One

Chapter 2: Descriptions of Company's Certified Service Area

2.0 Utility Operations

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

2.1 Cities Previously Served by TXU Electric

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area

Effective Date: January 25, 2002

Page 2 of 3

Revision: One

Huntington	Moody	Rowlett
Hurst	Morgan's Point Resort	Roxton
Hutchins	Mount Calm	Royse City
Hutto	Muenster	Runaway Bay
Iowa Park	Murchison	Sachse
Irving	Murphy	Sadler
Italy	Mustang	Saginaw
Itasca	Nacogdoches	Salado
Jacksboro	Navarro	Sanctuary
Jarrell	Nevada	Sansom Park Village
Jewett	New Chapel Hill	Savoy
Jolly	New Fairview	Seagoville
Josephine	Newark	Shady Shores
Joshua	Neylandville	Sherman
Justin	Nolanville	Snyder
Kaufman	Noonday	Southlake
Keene	Northlake	Southmayd
Keller	North Richland Hills	Springtown
Kemp	O'Donnell	St. Paul
Kennedale	Oak Grove	Stanton
Kerens	Oak Leaf	Stephenville
Killeen	Oak Point	Streetman
Knollwood	Oak Valley	Sulphur Springs
Krum	Oakwood	Sunnyvale
Lacy-Lakeview	Odessa	Sunset
Ladonia	Oglesby	Sweetwater
Lake Bridgeport	Ovilla	Taylor
Lake Dallas	Palestine	Temple
Lake Worth	Palmer	Terrell
Lakeside	Pantego	The Colony
Lakeside City	Paradise	Thorndale
Lamesa	Paris	Thorntown
Lancaster	Parker	Thrall
Latexo	Payne Springs	Tira
Lavon	Pecan Gap	Tool
Leona	Pecan Hill	Trinidad
Leroy	Penelope	Trophy Club
Lindale	Pflugerville	Troy
Lindsay	Plano	Tyler
Lipan	Pleasant Valley	University Park
Little River Academy	Ponder	Valley View
Lorraine	Post Oak Bend	Van
Lorena	Pottsboro	Van Alstyne
Lovelady	Powell	Venus
Lowry Crossing	Poynor	Waco
Lucas	Princeton	Watauga
Lufkin	Prosper	Waxahachie
Mabank	Pyote	Weatherford
Malakoff	Quinlan	Weir
Malone	Ranger	Wells
Mansfield	Ravenna	West
Marquez	Red Oak	Westbrook
Marshall Creek	Reno (Lamar Co.)	Westover Hills
Maypearl	Reno (Parker Co.)	Westworth Village
McGregor	Retreat	Whitehouse
McKinney	Rhome	White Settlement
McLendon-Chisholm	Rice	Wichita Falls
Melissa	Richardson	Wickett
Mertens	Richland	Willow Park
Mesquite	Richland Hills	Wills Point
Midland	River Oaks	Wilmer
Midlothian	Roanoke	Windom
Milano	Robinson	Wink
Mildred	Rockdale	Wolfe City
Milford	Rockwall	Woodway
Millsap	Rogers	Wylie
Mineral Wells	Roscoe	Yantis
Mobile City	Rosser	Zavalla
Monahans	Round Rock	

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

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area
Effective Date: January 25, 2002

Page 3 of 3
Revision: One

2.2 Cities Previously Served by TXU SESCO

Alto	Jacksonville	Rosebud
Arp	Lott	Rusk
Bullard	Marlin	Teague
Coolidge	Mart	Tehuacana
Fairfield	Mexia	Thornton
Frankston	New Summerfield	Troup
Gallatin	Overton	Whitehouse
Groesbeck	Riesel	Wortham

2.3 Counties Previously Served by TXU Electric

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

2.4 - Counties Previously Served by TXU SESCO

Anderson	Henderson	Rusk
Cherokee	Limestone	Smith
Falls	McLennan	
Freestone	Milam	

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 1 of 4

Revision: Two

Chapter 3: General Service Rules & Regulations

3.1. APPLICABILITY

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

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

3.2 GENERAL

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

This tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

3.3 DESCRIPTION OF SERVICE

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

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 2 of 4

Revision: Two

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

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

3.7 NON-DISCRIMINATION

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

3.8 FORM OF NOTICE

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service

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

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 3 of 4

Revision: Two

Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the “designated contact” shall be the contact(s) designated in the Delivery Service Agreement.

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

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

3.10 INVOICING TO STATE AGENCIES

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

3.11 GOVERNING LAWS AND REGULATIONS

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

3.12 GOOD-FAITH OBLIGATION

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

3.13 QUALITY OF DELIVERY SERVICE

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

3.14 COOPERATION IN EMERGENCIES

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

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

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 4 of 4

Revision: Two

3.15 SUCCESSORS AND ASSIGNS

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

3.16 EXERCISE OF RIGHT TO CONSENT

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

3.17 WAIVERS

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

3.18 NON-BUSINESS DAY DESIGNATIONS

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

3.19 PUBLIC SERVICE NOTICE

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

3.20 HEADINGS

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 1 of 25

Revision: Two

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

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

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

4.1.2 REQUIRED NOTICE

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

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

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

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

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

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 2 of 25
Revision: Two

any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

4.2.4 FORCE MAJEURE

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

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

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

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be met by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers for whom a Competitive Retailer has provided notice to the Company that interruptions or suspensions of service will create a dangerous or life-threatening condition on the Retail Customer's Premises.

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

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

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 3 of 25
Revision: Two

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

- (1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and
- (2) Competitive Retailer and Company execute a Delivery Service Agreement; or
- (3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 4 of 25

Revision: Two

the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

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

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

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

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

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

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

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 5 of 25
Revision: Two

made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.5 SWITCHING FEE

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

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

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

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 6 of 25

Revision: Two

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

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

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

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

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

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

4.3.8 SUSPENSION OF DELIVERY SERVICE

4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be met by electronic notice to all certificated Competitive

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 7 of 25
Revision: Two

Retailers operating within Company's service territory with specific identification of location, time and expected duration of outage.

Competitive Retailer shall convey any notice received by Retail Customer to Company that suspension or interruption of service of Retail Customer will create a dangerous or life-threatening condition on Retail Customer's Premises.

Nothing in this section is intended to take precedence over the timely restoration of service.

4.3.9 CRITICAL CARE/CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE RESIDENTIAL STATUS

Upon receipt of an application for eligibility for critical care residential status from the Retail Customer's Competitive Retailer, Company shall:

- (1) Follow Company-established process for evaluating the application for critical care status and determine Retail Customer's eligibility for the appropriate critical care designation within one month from Company's receipt of the application;
- (2) Follow Company-established process for re-evaluating Retail Customer eligibility and communicate the renewal determination first to Retail Customer's Competitive Retailer and then to Retail Customer;
- (3) Follow Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
- (4) Ensure ESI IDs are properly identified for critical care status in Company systems and on applicable Retail Market transactions.

4.3.9.2 CRITICAL CARE INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY

Upon receipt of a request for designation as a critical care industrial customer or critical load public safety customer Company shall:

- (1) Follow Company-established process for evaluating the request for Critical Care status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Care designation within one month of Company's receipt of the application;
- (2) Follow Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
- (3) Ensure ESI IDs are properly identified for critical care or critical load status in Company systems and on applicable Retail Market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

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

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 8 of 25
Revision: Two

- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

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

4.3.11 RESTORATION OF DELIVERY SERVICE

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

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

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

4.3.12.1 MOVE OUT REQUEST

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 9 of 25
Revision: Two

Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

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

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

Standard reconnect requests received by Company prior to 2:00 PM CPT on a Business Day shall be reconnected that day. Standard reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnection requests received by Company after 5:00 PM CPT or on a day that is not a Business Day shall be considered received on the next Business Day.

4.3.13 CUSTOMER REQUESTED CLEARANCE

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

4.4 BILLING AND REMITTANCE

**4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE
INVOICES**

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

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 10 of 25
Revision: Two

transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

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

4.4.3 INVOICE CORRECTIONS

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

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

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 11 of 25
Revision: Two

4.4.4 BILLING CYCLE

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

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

4.4.5 REMITTANCE OF INVOICED CHARGES

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

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

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

4.4.6 DELINQUENT PAYMENTS

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 12 of 25
Revision: Two

4.4.7 PARTIAL PAYMENTS

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

4.4.8 INVOICE DISPUTES

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

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

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

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

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

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

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 13 of 25

Revision: Two

Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

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

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

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

4.5.2.2 SIZE OF DEPOSIT

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

4.5.2.3 FORM OF DEPOSIT

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 14 of 25
Revision: Two

4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

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

4.5.2.6 REFUND OF DEPOSIT

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

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

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

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

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

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

4.6.2 REMEDIES ON DEFAULT

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 15 of 25
Revision: Two

- (1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
 - (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
 - (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

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

**4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY
OBLIGATIONS UNDER TARIFF**

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

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

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 16 of 25

Revision: Two

respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

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

Company shall provide metering services and provide monthly Meter Reads used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and protocols adopted by the Independent Organization.

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

4.7.2 METER READING

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 17 of 25
Revision: Two

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

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

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

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

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

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

The requirements of this section shall be effective no later than July 1, 2007.

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

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 18 of 25

Revision: Two

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

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

4.7.3 REPORTING MEASUREMENT DATA

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

4.7.4 METER TESTING

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

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 19 of 25
Revision: Two

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY

If any Meter is determined to be outside of the accuracy standards established by the ANSI, unless bypassed or Tampered with, proper correction will be made of previous measurement data readings from the time the Meter was in service since last tested, but not exceeding 150 days from the current date except in the case of an overbilling. Meter Readings shall be corrected, adjusted, and corrected invoices rendered.

In situations where the limitation on backbilling or application of interest is not applicable as a result of the exception for Tampering or theft of service, Company shall provide reasonable documentation, including photographs, if available, to the Competitive Retailer upon request.

If a Meter is determined not to register for any period, unless bypassed or Tampered with, Company will invoice Retail Customer's Competitive Retailer for the Delivery Charges associated with the amount of Electric Power and Energy delivered, but not Metered, for a period not to exceed 150 days from the current date) based on amounts used under similar conditions during a period preceding or subsequent thereto, or during corresponding periods in previous years.

4.8 DATA EXCHANGE

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

4.8.1 DATA FROM METER READING

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

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

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

All Meter Data values for IDR Meters will contain an associated date/time field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in CPT. Metering Data values for advanced Meters will contain a date/time field, consistent with protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information, and within three Business Days if requested by Competitive

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 20 of 25
Revision: Two

Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

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

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

4.8.1.3 OUT-OF-CYCLE METER READS

If a Competitive Retailer requests an out-of-cycle Switch, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. For the new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 21 of 25
Revision: Two

accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

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

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

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

4.8.2 DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 22 of 25

Revision: Two

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

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

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

4.8.4 DATA EXCHANGE PROTOCOLS

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

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;
- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 23 of 25

Revision: Two

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

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

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

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

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

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

4.10 SERVICE INQUIRIES

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 24 of 25
Revision: Two

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

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

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

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

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

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 25 of 25
Revision: Two

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

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

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 1 of 20

Revision: Two

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

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

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

5.1.2 COMPANY CONTACT INFORMATION

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

Sr. Vice President, Business Operations

Oncor Electric Delivery Company LLC

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5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

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

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

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

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 2 of 20

Revision: Two

Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

5.2.4 FORCE MAJEURE

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

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

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

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory with specific identification of location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers for whom a Competitive Retailer has provided notice to the Company that interruptions or suspensions of service will create a dangerous or life-threatening condition on the Retail Customer's Premises. Retail Customer should notify their Competitive Retailer if a condition exists on the Retail Customer's Premises such that a suspension or interruption of service will create a life-threatening or dangerous condition.

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 3 of 20

Revision: Two

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

5.3 SERVICE

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

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

- (1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 4 of 20

Revision: Two

**5.3.1.2. INITIATION OF DELIVERY SYSTEM SERVICE WHERE
CONSTRUCTION SERVICES ARE REQUIRED**

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

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence and available;
- (4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
- (5) Construction Services requested; and
- (6) Date requested for Company to perform or provide Construction Service.

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

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

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

5.3.4 SWITCHING FEES AND SWITCHOVERS

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

**5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE
SCHEDULES**

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

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 5 of 20

Revision: Two

2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary meter has been used for the same Premises for which the permanent meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

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

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

5.3.6 CHANGES IN RATE SCHEDULES

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 6 of 20

Revision: Two

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

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

Where Company expects large numbers of Retail Customers to be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

Retail Customers shall inform their designated Competitive Retailer of any conditions on Retail Customer's Premises such that a suspension or interruption of service may cause a dangerous or life-threatening condition. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care or critical load if reasonably possible.

Nothing in this section is intended to take precedence over the timely restoration of service.

5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

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

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 7 of 20
Revision: Two

responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

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

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

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

- (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;
- (B) for delinquency of payment to Company by Retail Customer's Competitive Retailer;
- (C) during "extreme weather conditions" as defined in the Commission's customer protection rules;
- (D) at a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.
 - (i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:
 - (I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;
 - (II) have the subject person's attending physician submit a written statement to Company; and
 - (III) enter into a deferred payment plan.
 - (ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or
- (E) when such disconnection will cause a dangerous or life-threatening condition on that Retail Customer's premise, without prior notice of reasonable length such that Retail Customer can ameliorate the condition. Retail Customer is responsible for notifying its designated Competitive Retailer if a disconnection to its facility will result in such a condition.

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 8 of 20

Revision: Two

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

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

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

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

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

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its Delivery System facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable Codes or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 9 of 20

Revision: Two

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

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

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

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

**5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND
THE METER**

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

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

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

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

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 10 of 20

Revision: Two

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

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

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

- (1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
- (2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
- (3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
- (4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

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

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 11 of 20

Revision: Two

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

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

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

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

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

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

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

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

5.5.5 POWER FACTOR

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 12 of 20
Revision: Two

Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

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

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

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

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

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

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

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

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

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

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

Company will not provide Delivery Service to Retail Customer where any part of Retail Customer's Electrical Installation is located outside the State of Texas or is connected directly or

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 13 of 20

Revision: Two

indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

5.6.2 PARALLEL OPERATION

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

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

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

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

5.7.2 CONTRACTUAL ARRANGEMENTS

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 14 of 20

Revision: Two

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

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

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

5.7.4 ALLOWANCE FOR FACILITIES

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

5.7.5 NON-STANDARD FACILITIES

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

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

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 15 of 20

Revision: Two

be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

5.7.7 TEMPORARY DELIVERY SYSTEM

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

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

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

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

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

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

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

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions in

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 16 of 20
Revision: Two

aid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

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

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

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

5.10 METER

5.10.1 METERING PRACTICES

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

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

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

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 17 of 20
Revision: Two

from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

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

5.10.2.1 REQUIREMENTS

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

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

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

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

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

5.10.4 LOCATION OF METER

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 18 of 20
Revision: Two

Meters will not be installed as follows:

- (1) In any hazardous location;
- (2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
- (3) Directly over any stairway, ramp or steps;
- (4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
- (5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
- (6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

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

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) Meter Owner contact name, address and phone number;
- (4) Meter Type and manufacturer;
- (5) Competitive Retailers contact name and phone number;
- (6) ESI ID if in existence and available;
- (7) Service address and directions to location when appropriate;
- (8) Service requested; and
- (9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

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

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

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Page 19 of 20
Revision: Two

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

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

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

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

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

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

5.11.2 COMPLAINTS

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

5.11.3 BILLING INQUIRIES

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 20 of 20

Revision: Two

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

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

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

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:

- (1) Retail Customer name, and if different, contact name;
- (2) Retail Customer phone number, and if different, contact phone number;
- (3) Service address (including city and zip code) and directions to location;
- (4) ESI ID, if available; and
- (5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Sheet: 1
Page 1 of 2
Revision: Original

Chapter 6: Company Specific Items

6.1 Rate Schedules

6.1.1 Delivery System Charges

6.1.1.1 - Residential Service

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes of a permanent nature to individual private dwellings and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	\$2.74	per Retail Customer per Month
Metering Charge	\$2.21	per Retail Customer per Month
Transmission System Charge	\$0.004493	per kWh
Distribution System Charge	\$0.014070	per kWh

II. System Benefit Fund: \$0.000655 per kWh, See Rider SBF

III. Transition Charge: See Rider TC

IV. Nuclear Decommissioning Charge: \$0.000169 per kWh, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Excess Mitigation Credit: See Rider EMC

VII. State Colleges and Universities Discount: See Rider SCUD

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Sheet: 1

Page 2 of 2

Revision: Original

VIII. Other Charges or Credits:

Not Applicable

COMPANY SPECIFIC APPLICATIONS

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

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 2
Page 1 of 2
Revision: One

6.1.1.2 - Secondary Service Less Than or Equal to 10 kW

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer chooses a competitive meter provider. Any other metering option(s) provided by Company, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	\$4.32	per Retail Customer per Month
Metering Charge	\$4.19	per Retail Customer per Month
Transmission System Charge	\$0.003611	per kWh
Distribution System Charge	\$0.018320	per kWh

II. System Benefit Fund: \$0.000655 per kWh, See Rider SBF

III. Transition Charge: See Rider TC

IV. Nuclear Decommissioning Charge: \$0.000146 per kWh, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Excess Mitigation Credit: See Rider EMC

VII. State Colleges and Universities Discount: See Rider SCUD

VIII. Competitive Meter Credit: See Rider CMC

IX. Other Charges or Credits:

Not Applicable

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Sheet: 2
Page 2 of 2
Revision: One

COMPANY SPECIFIC APPLICATIONS

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

For loads that do not accurately register on a standard meter, Company will provided unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 3
Page 1 of 2
Revision: One

6.1.1.3 - Secondary Service Greater Than 10 kW

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer chooses a competitive meter provider. Any meter other than the standard meter provided by Company, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	\$24.90	per Retail Customer per Month
Metering Charge	\$16.65	per Retail Customer per Month
Transmission System Charge		
Non-IDR Metered	\$ 1.19	per NCP kW
IDR Metered	\$ 1.47	per 4CP kW
Distribution System Charge	\$ 3.55	per Distribution System billing kW

II. System Benefit Fund: \$0.000655 per kWh, See Rider SBF

III. Transition Charge: See Rider TC

IV. Nuclear Decommissioning Charge: \$0.044 per Distribution System billing kW, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Excess Mitigation Credit: See Rider EMC

VII. State Colleges and Universities Discount: See Rider SCUD

VIII. Competitive Metering Credit: See Rider CMC

IX. Other Charges or Credits:

Not Applicable

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 3
Page 2 of 2
Revision: One

COMPANY SPECIFIC APPLICATIONS

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

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

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

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

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 not apply to retail seasonal agricultural customers, as determined by the utility.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 4
Page 1 of 2
Revision: One

6.1.1.4 - Primary Service

Availability

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

Type of Service

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer chooses a competitive meter provider. Any meter other than the standard meter provided by Company, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

Monthly Rate

		<u>Greater than 10 kW</u>		<u>Less than or Equal to 10 kW</u>
I. Transmission and Distribution Charges:				
Customer Charge	\$0.00	per Retail Customer per Month	\$6.13	per Retail Customer per Month
Metering Charge	\$41.56	per Retail Customer per Month	\$6.33	per Retail Customer per Month
Transmission System Charge				
Non-IDR Metered	\$0.93	per NCP kW	\$0.002077	per kWh
IDR Metered	\$1.43	per 4CP kW	Not Applicable	
Distribution System Charge	\$2.96	per Distribution System billing kW	\$0.009391	per kWh
II. System Benefit Fund:				
	\$0.000637	per kWh, See Rider SBF	\$ 0.000637	per kWh, See Rider SBF
III. Transition Charge:				
	See Rider TC		See Rider TC	
IV. Nuclear Decommissioning Charge:				
	\$0.045	per Distribution System billing kW, See Rider NDC	\$0.000096	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:				
	See Rider TCRF		See Rider TCRF	
VI. Excess Mitigation Credit:				
	See Rider EMC		See Rider EMC	
VII. State Colleges and Universities Discount:				
	See Rider SCUD		See Rider SCUD	
VIII. Competitive Meter Credit:				
	See Rider CMC		See Rider CMC	

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 4
Page 2 of 2
Revision: One

IX. Other Charges or Credits:
Not Applicable

COMPANY SPECIFIC APPLICATIONS

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

For loads that do not accurately register on a standard meter, Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

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

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

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 not apply to retail seasonal agricultural customers, as determined by the company.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 5
Page 1 of 2
Revision: One

6.1.1.5 - Transmission Service

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer chooses a competitive meter provider. Any meter other than the standard meter provided by Company, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	\$1715.21	per Retail Customer per month
Metering Charge	\$294.79	per Retail Customer per month
Transmission System Charge	\$1.06	per 4CP kW
Distribution System Charge	\$0.82	per Distribution System billing kW

II. System Benefit Fund: \$0.000625 per kWh, See Rider SBF

III. Transition Charge: See Rider TC

IV. Nuclear Decommissioning Charge: \$0.046 per Distribution System billing kW,
See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Excess Mitigation Credit: See Rider EMC

VII. State Colleges and Universities Discount: See Rider SCUD

VIII. Competitive Metering Credit: See Rider CMC

IX. Other Charges or Credits:

Not Applicable

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Sheet: 5
Page 2 of 2
Revision: One

COMPANY SPECIFIC APPLICATIONS

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

- (a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company.
- (b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

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

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

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

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

Where:

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

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

The Billing kW applicable to the Distribution System Charge shall be the higher of the 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 not apply to retail seasonal agricultural customers, as determined by the utility.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 1 of 7
Revision: Three

6.1.1.6 - Lighting Service

Street Lighting Service

AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions.

TYPE OF SERVICE

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

MONTHLY RATE

I. Unmetered Facilities

Points of Delivery (POD) Charge: \$22.50 per governmental entity served by the Competitive Retailer.

Lamp	Watts	Lumens	KWh	Schedule				Rectangular	Post-Top
				A	B	C	D		
Mercury Vapor (See Note 1)	175	7,900	70	\$ 7.35	\$15.15	\$ 3.35	\$ 2.25	\$18.65	\$12.00
	400	21,000	150	\$11.25	\$18.10	\$ 6.65	\$ 5.15	N.A.	N.A.
	1,000	63,000	370	\$25.00	\$33.05	\$17.70	\$12.75	N.A.	N.A.
Sodium Vapor	100	9,500	40	\$ 6.90	\$14.25	\$ 2.75	\$ 1.40	\$18.85	\$11.20
	150	16,000	70	\$ 8.50	\$15.65	\$ 4.15	\$ 2.30	\$23.45	N.A.
	200	22,000	80	\$ 9.45	\$16.35	\$ 4.60	\$ 2.75	\$23.85	N.A.
	250	27,500	100	\$ 9.90	\$17.00	\$ 5.30	\$ 3.45	\$24.30	N.A.
	400	50,000	160	\$14.25	\$23.45	\$ 8.50	\$ 5.30	\$35.45	N.A.
	1,000	140,000	375	\$27.35	\$36.60	\$19.30	\$12.90	\$48.00	N.A.
Metal Halide	150	14,000	60	\$ 9.20	\$16.80	\$ 5.05	\$ 2.10	\$20.90	\$16.60
	175 (see Note 2)	14,000	65	\$ 9.20	\$16.80	\$ 5.05	\$ 2.10	\$20.90	\$16.60
	250	25,000	100	\$11.75	\$20.25	\$ 6.70	\$ 3.70	\$30.40	N.A.
	400	36,000	160	\$14.00	\$23.70	\$ 8.50	\$ 4.85	\$39.80	N.A.
	1,000	110,000	370	\$26.45	\$35.65	\$18.85	\$12.45	\$48.55	N.A.
Incandescent*	All			\$ 6.90					
Wallpack Mercury Vapor#	250W			\$16.10					
Fluorescent*				\$19.55					
Historical				\$19.55					

Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

* Closed to new street lighting installations

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

6.1.1 Delivery System Charges

Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 2 of 7
Revision: Three

- II. System Benefit Fund:** \$0.000655 per kWh, See Rider SBF
- III. Transition Charge:** See Rider TC
- IV. Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC
- V. Transmission Cost Recovery Factor:** Not Applicable
- VI. Excess Mitigation Credit:** See Rider EMC
- VII. State Colleges and Universities Discount:** See Rider SCUD
- VIII. Other Charges or Credits:**

Not Applicable

MONTHLY RATE

I. Metered Facilities – Non-Company Owned

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

Distribution Charges	Amount
Customer Charge	\$ 2.72
Meter Charge	\$10.78
Distribution System Charge	\$ 0.0340 per kWh

- II. System Benefit Fund:** \$0.000655 per kWh, See Rider SBF
- III. Transition Charge:** See Rider TC
- IV. Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC
- V. Transmission Cost Recovery Factor:** Not Applicable
- VI. Excess Mitigation Credit:** See Rider EMC
- VII. State Colleges and Universities Discount:** See Rider SCUD
- VIII. Competitive Metering Credit:** See Rider CMC
- IX. Other Charges or Credits:**

Not Applicable

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

6.1.1 Delivery System Charges
Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 3 of 7
Revision: Three

MONTHLY RATE

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

Distribution Charges	Amount
Customer Charge	\$ 2.55
Meter Charge	\$19.95
Distribution System Charge	\$ 0.1195 per kWh

- II. **System Benefit Fund:** \$0.000655 per kWh, See Rider SBF
- III. **Transition Charge:** See Rider TC
- IV. **Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC
- V. **Transmission Cost Recovery Factor:** Not Applicable
- VI. **Excess Mitigation Credit:** See Rider EMC
- VII. **State Colleges and Universities Discount:** See Rider SCUD
- VIII. **Competitive Metering Credit:** See Rider CMC

IX. Other Charges or Credits:

Not Applicable

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE

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

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

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

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

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

6.1.1 Delivery System Charges

Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 4 of 7
Revision: Three

DEFINITIONS

Schedule A applies to:

- Group 1** Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.
- Group 2** Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

Schedule B applies to:

- Group 1** Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of \$4.85 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.
- Group 2** Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Schedule C* applies to:

- Group 1** Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).
- Group 2** Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

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

Schedule D applies to:

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

Rectangular, Post-Top and Historical apply to:

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served either overhead or underground.

Pedestrian Walkway Lighting :

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

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

6.1.1 Delivery System Charges

Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 5 of 7
Revision: Three

CONVERSION OR REPLACEMENT OF EXISTING FACILITIES

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the appropriate Schedule and Group described above.

SPECIAL CONDITIONS

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

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

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

AGREEMENT

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

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 6 of 7
Revision: Three

Outdoor Lighting Service (CLOSED)

AVAILABILITY

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

Not applicable to street lighting.

MONTHLY RATE

I. Unmetered Facilities

Guard Lights

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor (See Note 1)	175	70	7,900	\$ 7.10
	400	150	21,000	\$10.85
Sodium Vapor	100	40	9,500	\$ 6.75
	200	80	22,000	\$ 9.45

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

Flood Lights

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	250	100	25,000	\$12.55
	400	160	36,000	\$15.10
Sodium Vapor	100	40	9,500	\$ 9.10
	250	100	27,000	\$11.70
	400	160	50,000	\$14.95

- II. System Benefit Fund:** \$0.000655 per kWh, See Rider SBF
- III. Transition Charge:** See Rider TC
- IV. Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC
- V. Transmission Cost Recovery Factor:** Not Applicable
- VI. Excess Mitigation Credit:** See Rider EMC
- VII. State Colleges and Universities Discount:** See Rider SCUD
- VIII. Other Charges or Credits:**

Extra Spans: Plus \$2.85 per span of secondary line installed hereunder in excess of one span per light.

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

6.1.1 Delivery System Charges

Applicable: Areas Subject to PUC Original Jurisdiction
Effective Date: January 1, 2009

Sheet: 6
Page 7 of 7
Revision: Three

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE

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

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

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

MAINTENANCE OF FACILITIES

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

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

REMOVAL OF EXISTING FACILITIES

Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer of \$73.00 for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7

Page 1 of 7

Revision: Eight

6.1.1.7 - Rider TC1 - Transition Charge

APPLICATION

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

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

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

METHOD OF CALCULATION

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

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

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

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

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

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: April 15, 2009

Sheet: 7
Page 2 of 7
Revision: Eight

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

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7

Page 3 of 7

Revision: Eight

NON-STANDARD TRUE-UP PROCEDURE

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

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

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

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

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

BILLING AND COLLECTION

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

1) Billing and Collection Prior to Customer Choice

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7
Page 4 of 7
Revision: Eight

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

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

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

2) Billing and Collection Subsequent to Customer Choice

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

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

B. Billings by Servicer to NESG:

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7

Page 5 of 7

Revision: Eight

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

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

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

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

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7

Page 6 of 7

Revision: Eight

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

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: April 15, 2009

Sheet: 7
Page 7 of 7
Revision: Eight

Transition Charge Factor 1 (TCF1)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>	<u>General Service Primary</u>	<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
April 29, 2009	0.000752 \$/kWh	-0.001260 \$/kWh or 0.234 \$/kW	-0.002139 \$/kWh or 0.190 \$/kW	0.145 \$/kW	0.000874 \$/kWh	0.125 \$/kW	0.232 \$/kW
August 26, 2008	0.000558 \$/kWh	0.000242 \$/kWh or 0.171 \$/kW	0.000228 \$/kWh or 0.176 \$/kW	0.065 \$/kW	0.000771 \$/kWh	0.093 \$/kW	0.155 \$/kW
August 24, 2007	0.000653 \$/kWh	0.000295 \$/kWh or 0.167 \$/kW	0.000205 \$/kWh or 0.150 \$/kW	0.083 \$/kW	0.000761 \$/kWh	0.091 \$/kW	0.148 \$/kW
August 29, 2006	0.000620 \$/kWh	0.000378 \$/kWh or 0.177 \$/kW	0.000353 \$/kWh or 0.208 \$/kW	0.102 \$/kW	0.000767 \$/kWh	0.090 \$/kW	0.182 \$/kW
August 30, 2005	0.000598 \$/kWh	0.000324 \$/kWh or 0.181 \$/kW	0.000315 \$/kWh or 0.164 \$/kW	0.121 \$/kW	0.000870 \$/kWh	0.097 \$/kW	0.099 \$/kW
November 30, 2004	0.000691 \$/kWh	0.000632 \$/kWh or 0.185 \$/kW	0.000455 \$/kWh or 0.219 \$/kW	0.092 \$/kW	0.000794 \$/kWh	0.087 \$/kW	0.174 \$/kW
August 30, 2004	0.000658 \$/kWh	0.000290 \$/kWh or 0.195 \$/kW	0.000144 \$/kWh or 0.248 \$/kW	0.050 \$/kW	0.000865 \$/kWh	0.113 \$/kW	0.173 \$/kW
January 28, 2004	0.000712 \$/kWh	0.000655 \$/kWh or 0.186 \$/kW	0.000442 \$/kWh or 0.201 \$/kW	0.137 \$/kW	0.000785 \$/kWh	0.074 \$/kW	0.135 \$/kW
August 28, 2003	0.000599 \$/kWh	0.000577 \$/kWh or 0.158 \$/kW	0.000395 \$/kWh or 0.161 \$/kW	0.197 \$/kW	0.000724 \$/kWh	0.083 \$/kW	0.150 \$/kW

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 15, 2009

Sheet: 7
Page 1 of 7
Revision: Six

6.1.1.7.1- Rider TC2 - Transition Charge

APPLICATION

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

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

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

METHOD OF CALCULATION

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

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

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

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

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

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: May 15, 2009

Sheet: 7
Page 2 of 7
Revision: Six

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

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: May 15, 2009

Sheet: 7
Page 3 of 7
Revision: Six

NON-STANDARD TRUE-UP PROCEDURE

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

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

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

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

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

BILLING AND COLLECTION

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

1) Billing and Collection Prior to Customer Choice

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

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 15, 2009

Sheet: 7
Page 4 of 7
Revision: Six

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

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

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

2) Billing and Collection Subsequent to Customer Choice

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

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

B. Billings by Servicer to NESG:

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

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

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: May 15, 2009

Sheet: 7
Page 5 of 7
Revision: Six

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

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

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

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

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

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: May 15, 2009

Sheet: 7
Page 6 of 7
Revision: Six

standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

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

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

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 15, 2009

Sheet: 7
Page 7 of 7
Revision: Six

Transition Charge Factor 2 (TCF2)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>	<u>General Service Primary</u>	<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
May 29, 2009	0.000984 \$/kWh	0.000741 \$/kWh or 0.289	(0.000294) \$/kWh or 0.281 \$/kWh	0.170 \$/kW	0.001258 \$/kWh	0.157 \$/kW	0.263 \$/kW
May 28, 2008	0.000948 \$/kWh	0.000179 \$/kWh or .266 \$/kW	0.000390 \$/kWh or .280 \$/kW	0.077 \$/kW	0.001219 \$/kWh	0.142 \$/kW	0.234 \$/kW
May 25, 2007	0.000969 \$/kWh	0.000684 \$/kWh or 0.264 \$/kW	0.000309 \$/kWh or 0.237 \$/kW	0.143 \$/kW	0.001230 \$/kWh	0.148 \$/kW	0.233 \$/kW
May 30, 2006	0.000993 \$/kWh	0.000374 \$/kWh or 0.272 \$/kW	0.000594 \$/kWh or 0.336 \$/kW	0.168 \$/kW	0.001197 \$/kWh	0.139 \$/kW	0.294 \$/kW
May 31, 2005	0.000958 \$/kWh	0.000826 \$/kWh or 0.366 \$/kW	0.000378 \$/kWh or 0.289 \$/kW	0.146 \$/kW	0.001360 \$/kWh	0.163 \$/kW	0.161 \$/kW
November 30, 2004	0.001164 \$/kWh	0.000577 \$/kWh or 0.163 \$/kW	0.000799 \$/kWh or 0.355 \$/kW	0.149 \$/kW	0.001343 \$/kWh	0.146 \$/kW	0.316 \$/kW
June 30, 2004	0.000966 \$/kWh	0.000970 \$/kWh or 0.282 \$/kW	0.000654 \$/kWh or 0.296 \$/kW	0.205 \$/kW	0.001277 \$/kWh	0.113 \$/kW	0.195 \$/kW

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Sheet: 8

Page 1 of 1

Revision: Original

6.1.1.8 - Rider SBF - System Benefit Fund

AVAILABILITY

Pursuant to Utility Code, Section 39.903, the system benefit fund (SBF) is a nonbypassable fee set by the Public Utility Commission (PUC).

NET MONTHLY BILL AMOUNT

A Retail Customer's SBF fee for the billing month shall be determined by multiplying the appropriate SBF charge factor shown below by the current month's billing kWh as determined in the Retail Customer's applicable Rate Schedule.

<u>Rate Schedule</u>	<u>System Benefit Fund Charge Factor (SBFCF)</u>
Residential Service	\$ 0.000655 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000655 per kWh
Secondary Service Greater than 10 kW	\$ 0.000655 per kWh
Primary Service Less than or Equal to 10 kW	\$ 0.000637 per kWh
Primary Service Greater than 10 kW	\$ 0.000637 per kWh
Transmission Service	\$ 0.000625 per kWh
Lighting Service	\$ 0.000655 per kWh

The amount to be billed is determined by multiplying the Retail Customer's kWh consumption by the appropriate system benefit fund charge factor and is rounded to the nearest cent.

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: January 1, 2002

Sheet: 9

Page 1 of 1

Revision: Original

6.1.1.9 - Rider NDC - Nuclear Decommissioning Charges

AVAILABILITY

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

NET MONTHLY BILL AMOUNT

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

<u>Stranded Cost Recovery Class</u>	<u>Nuclear Decommissioning Charge Factor (NDCF)</u>
Residential Service	\$ 0.000169 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000146 per kWh
Secondary Service Greater than 10 kW	\$ 0.044 per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	\$ 0.000096 per kWh
Primary Service Greater than 10 kW	\$ 0.045 per Distribution System billing kW
Transmission Service	\$ 0.046 per Distribution System billing kW
Lighting Service	\$ 0.000147 per kWh

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Sheet: 10
Page 1 of 1
Revision: Original

6.1.1.10 - Rider CTC - Competition Transition Charge

NOT APPLICABLE

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Sheet: 11
Page 1 of 1
Revision: Original

6.1.1.11 - Rider SCUD - State Colleges & Universities Discount

AVAILABILITY

This rider is available to any facility of a four-year state university, upper-level institution, Texas State Technical College, or college as provided for in Sec. 36.351 of the Utilities Code, and is applicable to Delivery System Service taken pursuant to a Rate Schedule which specifically references this Rider (the "Effectuating Rate Schedule").

MONTHLY RATE

The total of the Transmission and Distribution Charges (including Municipal Franchise Fee), System Benefit Fund Charge, and Nuclear Decommissioning Charge that would otherwise be applicable under the Effectuating Rate Schedule, shall be reduced by 20%.

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: July 26, 2002

Sheet: 12
Page 1 of 2
Revision: Two

6.1.1.12 Rider EMC - Excess Mitigation Credit

AVAILABILITY

The Excess Mitigation Credit (EMC) is applicable to the EMC Classes from July 26, 2002 through December 31, 2003.

MONTHLY EMC

The EMC factor for each of the Company's EMC Classes is as follows:

<u>EMC Class</u>	<u>Factor (\$/kWh or kW)</u>
Residential Service	\$0.002320 per kWh
Secondary Service	
Less than or Equal to 10 kW	\$0.001789 per kWh
Greater than 10 kW	\$0.612 per Distribution System billing kW
Primary Service	
Less than or Equal to 10 kW	\$0.001194 per kWh
Greater than 10 kW	\$0.607 per Distribution System billing kW
Transmission Service	\$1.388 per Distribution System billing kW
Lighting Service	\$0.005709 per kWh
Instantaneous Interruptible	\$0.230 per Distribution System billing kW
Noticed Interruptible	\$0.525 per Distribution System billing kW

The EMC amount for each Retail Customer is determined by multiplying the applicable EMC Factor by the Retail Customer's Distribution System kWh or kW usage in the billing month. The EMC amount for each Retail Customer is rounded to the nearest cent.

EMC CLASSES

<u>EMC Class</u>	<u>May 1, 1999 Rate Schedule</u>
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding Interruptible
Transmission Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding Interruptible
Lighting Service	OL, SL, SL-Pri

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: July 26, 2002

Sheet: 12
Page 2 of 2
Revision: Two

Instantaneous Interruptible

GSI, GPI, HVI, SSI, SPI, STI,
GSRTPI1, GS RTPIM, GS RTPID,
GPRTPI1, GP RTPIM, GP RTPID,
HVRI, HV RTPIM, HV RTPID,
and applicable riders

Noticed Interruptible

GSNI, GSNB, GPNI, GPNB, HVNI,
HVNB, GTUC-Sec, GTUC-Pri,
GTUC-Tran, GTUC-M-Sec,
GTUC-M-Pri, GTUC-M-Tran, GS RTPNI,
GP RTPNI, HV RTPNI, and applicable riders

The Excess Mitigation Credit Classes are the same classes specified in the Financing Order of Docket No. 21527.

Each Retail Customer receiving service on or before May 1, 1999 will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was provided on May 1, 1999 and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Any Retail Customer not previously served by Company and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was initially provided and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Each Retail Customer initiating service on or after January 1, 2002, will be assigned to a specific Excess Mitigation Credit Class on the basis of the principal rate schedule under which the majority of the Retail Customer's load would have been served as of May 1, 1999.

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: June 26, 2002

Sheet: 12
Page 1 of 2
Revision: One

6.1.1.12 Rider EMC - Excess Mitigation Credit (Superceded by Revision Two)

AVAILABILITY

The Excess Mitigation Credit (EMC) is applicable to the EMC Classes for the July 2002 billing month.

MONTHLY EMC

The EMC factor for each of the Company's EMC Classes is as follows:

<u>EMC Class</u>	<u>Factor (\$/kWh or kW)</u>
Residential Service	\$0.005074 per kWh
Secondary Service	
Less than or Equal to 10 kW	\$0.003801 per kWh
Greater than 10 kW	\$1.333 per Distribution System billing kW
Primary Service	
Less than or Equal to 10 kW	\$0.003481 kWh
Greater than 10 kW	\$3.597 per Distribution System billing kW
Transmission Service	\$2.861 per Distribution System billing kW
Lighting Service	\$0.013698 per kWh
Instantaneous Interruptible	\$0.494 per Distribution System billing kW
Noticed Interruptible	\$1.083 per Distribution System billing kW

The EMC amount for each Retail Customer is determined by multiplying the applicable EMC Factor by the Retail Customer's Distribution System kWh or kW usage in the billing month. The EMC amount for each Retail Customer is rounded to the nearest cent.

EMC CLASSES

<u>EMC Class</u>	<u>May 1, 1999 Rate Schedule</u>
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding Interruptible
Transmission Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding Interruptible
Lighting Service	OL, SL, SL-Pri

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: June 26, 2002

Sheet: 12
Page 2 of 2
Revision: One

Instantaneous Interruptible

GSI, GPI, HVI, SSI, SPI, STI,
GSRTPI1, GS RTPIM, GS RTPID,
GPRTPI1, GP RTPIM, GP RTPID,
HVRI, HV RTPIM, HV RTPID,
and applicable riders

Noticed Interruptible

GSNI, GSNB, GPNI, GPNB, HVNI,
HVNB, GTUC-Sec, GTUC-Pri,
GTUC-Tran, GTUC-M-Sec,
GTUC-M-Pri, GTUC-M-Tran, GS RTPNI,
GP RTPNI, HV RTPNI, and applicable riders

The Excess Mitigation Credit Classes are the same classes specified in the Financing Order of Docket No. 21527.

Each Retail Customer receiving service on or before May 1, 1999 will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was provided on May 1, 1999 and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Any Retail Customer not previously served by Company and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was initially provided and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Each Retail Customer initiating service on or after January 1, 2002, will be assigned to a specific Excess Mitigation Credit Class on the basis of the principal rate schedule under which the majority of the Retail Customer's load would have been served as of May 1, 1999.

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: January 1, 2002

Sheet: 12
Page 1 of 2
Revision: Original

6.1.1.12 Rider EMC - Excess Mitigation Credit (Superceded by Revision One)

AVAILABILITY

The Excess Mitigation Credit (EMC) is applicable to the EMC Classes through December 31, 2008.

MONTHLY EMC

The EMC factor for each of the Company's EMC Classes is as follows:

<u>EMC Class</u>	<u>Factor (\$/kWh or kW)</u>
Residential Service	\$0.002063 per kWh
Secondary Service	
Less than or Equal to 10 kW	\$0.001590 per kWh
Greater than 10 kW	\$0.544 per Distribution System billing kW
Primary Service	
Less than or Equal to 10 kW	\$0.000257 per kWh
Greater than 10 kW	\$0.131 per Distribution System billing kW
Transmission Service	\$1.360 per Distribution System billing kW
Lighting Service	\$0.005158 per kWh
Instantaneous Interruptible	\$0.204 per Distribution System billing kW
Noticed Interruptible	\$0.467 per Distribution System billing kW

The EMC amount for each Retail Customer is determined by multiplying the applicable EMC Factor by the Retail Customer's Distribution System kWh or kW usage in the billing month. The EMC amount for each Retail Customer is rounded to the nearest cent.

EMC CLASSES

<u>EMC Class</u>	<u>May 1, 1999 Rate Schedule</u>
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding Interruptible
Transmission Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding Interruptible
Lighting Service	OL, SL, SL-Pri

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

6.1.1 Delivery System Charges

Applicable: Excludes Certified Service Area previously served by TXU SESCO
Effective Date: January 1, 2002

Sheet: 12
Page 2 of 2
Revision: Original

Instantaneous Interruptible

GSI, GPI, HVI, SSI, SPI, STI,
GSRTPI1, GS RTPIM, GS RTPID,
GPRTP11, GPRTPIM, GPRTPID,
HVRI, HV RTPIM, HV RTPID,
and applicable riders

Noticed Interruptible

GSNI, GSNB, GPNI, GPNB, HVNI,
HVNB, GTUC-Sec, GTUC-Pri,
GTUC-Tran, GTUC-M-Sec,
GTUC-M-Pri, GTUC-M-Tran, GS RTPNI,
GPRTPNI, HV RTPNI, and applicable riders

The Excess Mitigation Credit Classes are the same classes specified in the Financing Order of Docket No. 21527.

Each Retail Customer receiving service on or before May 1, 1999 will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was provided on May 1, 1999 and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Any Retail Customer not previously served by Company and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Excess Mitigation Credit Class associated with the principal rate schedule under which a majority of the Retail Customer's service was initially provided and shall remain in said Excess Mitigation Credit Class until Retail Customer ceases receiving regulated service from Company, except as provided for in PURA § 39.252 (b) (1) and (c).

Each Retail Customer initiating service on or after January 1, 2002, will be assigned to a specific Excess Mitigation Credit Class on the basis of the principal rate schedule under which the majority of the Retail Customer's load would have been served as of May 1, 1999.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: September 1, 2003

Sheet: 13
Page 1 of 1
Revision: One

6.1.1.13 - Rider Transmission Cost Recovery Factor (TCRF)

APPLICABILITY

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

MONTHLY RATE

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

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

$$TCRF = \frac{\left[\sum_{i=1}^N (NWTR_i * NL_i) - \sum_{i=1}^N (BWTR_i * NL_i) \right] * ALLOC}{BD}; \text{ rounded to nearest } \$0.000001$$

Where:

- TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.
- NWTR_i = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.
- BWTR_i = The base wholesale transmission rate of the TSP represented in the NWTR_i used to develop the retail transmission charges of the Company, in the Company's last rate case.
- NL_i = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the NWTR_i.
- ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

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

Residential Service	47.0280%
Secondary Service Less Than or Equal to 10 kW	1.7941%
Secondary Service Greater Than 10 kW	37.7420%
Primary Service Less Than or Equal to 10 kW	0.0238%
Primary Service Greater Than 10 kW	7.8098%
Transmission Service	5.6023%
Lighting Service	0.0000%

- BD = Each class' annual billing determinant (kWh, 4 CP kW, or NCP kW) for the previous calendar year.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: March 1, 2009

Sheet: 13.1
Page 1 of 1
Revision: Thirteen

6.1.1.13.1 - Rider Transmission Cost Recovery Factor (TCRF)

Current Date and Price For TCRF (\$/unit)

<u>Residential</u> (kWh)	<u>Secondary Service</u>			<u>Primary Service</u>			<u>Transmission</u>
	<u>≤ 10 kW</u> (kWh)	<u>> 10 kW</u>		<u>≤ 10 kW</u> (kWh)	<u>> 10 kW</u>		<u>Service</u>
		<u>NonIDR</u> (NCP)	<u>IDR</u> (4 CP)		<u>NonIDR</u> (NCP)	<u>IDR</u> (4 CP)	<u>IDR</u> (4 CP)

Effective Date: March 1, 2009

0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.642727
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Historical Dates and Prices for TCRF

Effective Date: January 1, 2002

0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
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Effective Date: September 1, 2002

0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.013191
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Effective Date: March 1, 2003

0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.078650
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Effective Date: September 1, 2003

0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.133828
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Effective Date: March 1, 2004

0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.189120
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Effective Date: September 1, 2004

0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.326989
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Effective Date: March 1, 2005

0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.284134
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Effective Date: September 1, 2005

0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.278379
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Effective Date: March 1, 2006

0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.275841
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Effective Date: September 1, 2006

0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.379605
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Effective Date: March 1, 2007

0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.349165
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Effective Date: September 1, 2007

0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.440732
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Effective Date: March 1, 2008

0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.481049
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Effective Date: September 1, 2008

0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.573063
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**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Sheet: 14

Page 1 of 1

Revision: Original

6.1.1.14 Rider CMC - Competitive Metering Credit

AVAILABILITY

Applicable, pursuant to PUCT Substantive Rule §25.311, to any non-residential Retail Customer for which the Company has installed a Non-Company Owned Billing Meter.

NET MONTHLY BILL AMOUNT

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

<u>Rate Schedule</u>	<u>Meter Credit</u>
Secondary Service Less than or Equal to 10 kW	\$1.17 per Month
Secondary Service Greater than 10 kW	\$3.15 per Month
Primary Service Less than or Equal to 10 kW	\$3.28 per Month
Primary Service Greater than 10 kW	\$15.83 per Month
Transmission Service	\$17.57 per Month
Lighting Service (Metered Facilities)	\$1.17 per Month

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

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

AGREEMENT

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

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: March 24, 2004

Sheet: 15
Page 1 of 2
Revision: Two

6.1.1.15 Rider RCC – Retail Clawback Credit

APPLICABILITY

The Retail Clawback Credit (RCC) is applicable to each Price to Beat (PTB) eligible Retail Customer in a Residential and Small Commercial class where the Affiliated Retail Electric Provider (AREP) has not met the 40% threshold requirement, pursuant to PUCT Substantive Rule §25.263.

MONTHLY RATE

The Retail Electric Provider (REP) of a Price to Beat eligible Retail Customer will be issued a RCC for each of the residential and small commercial classes as follows, subject to the Terms and Conditions below:

The RCC for the Residential Class shall be calculated according to the following formula:

$$RRCA = [TRPTB - RPTBG] * \$90$$

$$RRCF = \frac{RRCA}{TERPTB}$$

$$RRCC = \frac{RRCF}{24 \text{ Months}} \quad \text{Per Customer per Month;}$$

The RCC for the Small Commercial Class shall be calculated according to the following formula:

$$SCRCA = [TSCPTB - SCPTBG] * \$90$$

$$SCRCF = \frac{SCRCA}{TESCPTB}$$

$$SCRCC = \frac{SCRCF}{24 \text{ Months}} \quad \text{Per Customer per Month;}$$

Customer Class	January 2004	February 2004	March 2004 – December 2005
Residential RCC (RRCC)	\$2.76 per customer per month	\$2.72 per customer per month	\$2.73 per customer per month
Small Commercial RCC (SCRCC)	N/A	N/A	N/A

Where:

- RRCC = The Residential Retail Clawback Credit issued to the REP of a residential class Price to Beat customer.
- RRCA = The Residential Retail Clawback Amount.
- RRCF = The Residential Retail Clawback Factor is the per customer Residential Retail Clawback Amount
- TRPTB = The actual number of residential customers in the TDU Region taking PTB service from the Affiliated REP on January 1, 2004, pursuant to Substantive Rule §25.263(j)(5)(A).
- RPTBG = The actual number of residential customers outside the TDU region being served by the Affiliated REP on January 1, 2004, provided that such customers are not receiving POLR service from the AREP, pursuant to Substantive Rule §25.263(j)(5)(A).
- TERPTB = The total number of Price to Beat eligible residential customers in the TDU region on January 1, 2004.

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area
Effective Date: March 24, 2004

Sheet: 15
Page 2 of 2
Revision: Two

- SCRCC = The Small Commercial Retail Clawback Credit issued to the REP of a small commercial class Price to Beat customer
- SCRCA = The Small Commercial Retail Clawback Amount.
- SCRCF = The Small Commercial Retail Clawback Factor is the per customer Small Commercial Retail Clawback Amount.
- TSCPTB = The actual number of small commercial customers in the TDU Region taking PTB service from the Affiliated REP on January 1, 2004, pursuant to Substantive Rule §25.263(j)(5)(A).
- SCPTBG = The actual number of small commercial customers outside the TDU region being served by the Affiliated REP on January 1, 2004, provided that such customers are not receiving POLR service from the AREP, pursuant to Substantive Rule §25.263(j)(5)(A).
- TESCPTB = The total number of Price to Beat eligible small commercial customers in the TDU region on January 1, 2004.

Terms & Conditions as established in Substantive Rule §25.263(j):

- (a) An AREP is not required to perform the reconciliation described in PURA §39.262(e) for the residential or small commercial customer class if the commission has determined that the AREP has reached the applicable 40% threshold requirements prior to January 1, 2004. If this threshold requirement is met, then RCC = 0 for that class of customers.
- (b) A Price to Beat eligible retail customer is defined in accordance with PUCT Substantive Rule §25.41(e) Eligibility for the Price to Beat (1) Residential customers & (2) Small commercial customers.
- (c) For the purposes of the RCC, the term "small commercial customer" does not include unmetered lighting accounts, unless such an account has historically been treated as a separate customer for billing purposes.
- (d) The RCC will be issued beginning on January 1, 2004 and will continue for 24 months, ending on December 31, 2005.
- (e) The above referenced Retail Clawback Credits will be calculated on an interim basis using November 30, 2003 data for application during the January 2004 billing cycle. The final Retail Clawback Credits will be filed in a compliance filing in January 2004 to take effect in the February billing cycle.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: As Listed in Section 6.4
Effective Date: As Listed in Section 6.4

Sheet: 16
Page 1 of 4
Revision: Original

6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF)

PURPOSE

This Underground Facilities Cost Recovery Factor (“Rider UFCRF”) defines the procedure by which Company shall bill Retail Electric Providers (REPs) in order to collect funds from Retail Customers in a city requesting new or existing distribution facilities to be placed underground (“Requesting City”) that a third party is not required to pay under Company’s Tariff or applicable city ordinance to reimburse Company the costs of such improvements. The Requesting City may also request placement of transmission lines underground to the extent that Company determines that such placement is:

- (a) feasible;
- (b) consistent with the Public Utility Commission’s (“PUC” or “Commission”) Substantive Rules and the Electric Reliability Council of Texas’ (“ERCOT”) requirements;
- (c) able to be reimbursed to Company through a surcharge in the Requesting City; and
- (d) does not require Company to apply for an amendment to its CCN for permission to construct transmission line.

APPLICABILITY

This rider is applicable to Retail Customers receiving electric service provided by the Company within the Requesting City, whether metered or unmetered.

MONTHLY RATE

A separate Monthly Rider UFCRF rate shall be charged each class as set forth in the following formula and the rate for each such class shall be a surcharge applied to all premises within that class that are located within the corporate limits of the Requesting City.

$$UFCRF_n = (FEPC_n / RP_n) / CYP_n, \text{ where,}$$

$$UFCRF_n = \text{Underground Facilities Cost Recovery Factor for Project } n$$

$$FEPC_n = \text{the Final Estimated Cost to place Project } n \text{ Facilities Underground allocated to the class by the City}$$

$$RP_n = \text{Recovery Period for Project } n \text{ in months}$$

$$CYP_n = \text{Calendar Year End Premises within the class located within Corporate Limits for the Most Recent Calendar Year prior to approval of Project } n$$

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

6.1.1 Delivery System Charges

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 2 of 4

Revision: Original

If there is more than one underground project approved within the Requesting City, the individual project UFCRFs for each class may be summed into one factor for billing purposes for that class such that the Total UFCRF for the class is as follows:

$$TUFCRF = \sum_1^n UFCRF_n$$

SPECIAL CONDITIONS

CAP ON OUSTANDING AMOUNTS

Company is not required to underground facilities under this tariff if:

- A. The amount of money currently outstanding and to be repaid to Company for existing underground projects approved pursuant to this tariff and other undergrounding tariffs exceeds \$20 million in total, or if the project requested by Requesting City will cause the total outstanding amount to exceed \$20 million; or
- B. The amount of money currently outstanding and to be repaid by Requesting City to Company for existing underground projects approved pursuant to this tariff exceeds the larger of the amount equal to \$10 times the total number of retail customers located within the corporate limits of Requesting City or \$50,000, or if the project requested by Requesting City will cause the outstanding amount to exceed the larger of \$10 times the total number of retail customers located within the corporate limits of Requesting City or \$50,000.

Company, at its sole discretion, may agree to underground facilities pursuant to this tariff even if the total or per customer caps have been exceeded.

DETERMINATION OF COSTS AND INITIAL ESTIMATE

- A. Company shall submit to the City within 60 days of a written request by City a report estimating the cost to underground the facilities associated with the project identified by the City ("Initial Estimate"). The Initial Estimate shall include all of the additional costs associated with placing the facilities contained in the City's request underground, as compared to constructing standard facilities in accordance with the Company's tariffs and policies. Such additional costs shall include, but not be limited to, design, engineering, accounting, materials, labor, property taxes, ad valorem taxes, business margin taxes, franchise fees, federal income taxes, return, financing, and general administrative, overhead, and billing/collection costs. The Initial Estimate shall be accompanied by a set of workpapers sufficient to fully document the calculation of the costs to place the facilities associated with the project underground.
- B. The engineering study and other costs incurred by Company in creating the Initial Estimate shall be included in the Initial Estimate. Should the project, for whatever reason, ultimately not be placed underground, then City shall within 30 days of receipt of a bill or invoice from the Company, reimburse Company for the cost of developing the Initial Estimate. Company need not respond to a request to place facilities underground under this Agreement if City has failed to pay Company for the cost of developing an Initial Estimate for any prior underground project request.
- C. The underground facilities included in the Initial Estimate shall be sized to meet both current and future capacity requirements.

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

6.1.1 Delivery System Charges

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 3 of 4

Revision: Original

- D. City, at its option, may perform the civil work necessary for the underground project. Such civil work shall be done to specifications provided by Company, and shall be subject to Company inspection and approval.
- E. City is responsible for securing any necessary easements or right-of-way that are necessary due to the project being placed underground.
- F. Company is not responsible for the relocation costs of other utilities resulting from the requested undergrounding project, or the costs necessary for customers to convert from overhead to underground service, and such costs shall not be included in the Initial Estimate or Final Estimate.

INITIAL RECOVERY PERIOD AND INITIAL COST RECOVERY FACTORS. At the time it provides the Initial Estimate, Company shall also provide City with the year-end number of customers per rate class within City's corporate limits for the most recent calendar year. Within 20 days from receipt of the Initial Estimate, City shall provide Company with its proposed recovery period and allocation of project costs to the rate classes. Within 7 days from receipt of this information from City, Company will provide City a proposed Initial Recovery Period and Initial Cost Recovery Factors to be collected within the City to recover the costs of the project, pursuant to this tariff, or its successor. The Initial Cost Recovery Factors shall be accompanied by a set of workpapers sufficient to fully document the calculation of the Factors.

FINAL ESTIMATE, FINAL RECOVERY PERIOD, AND FINAL COST RECOVERY FACTORS. The City Manager or his/her authorized representative may accept the Initial Estimate, Initial Recovery Period, and Initial Cost Recovery Factors, or request to discuss one or more of them with the Company. The Company shall negotiate in good faith with City as to the Recovery Period for the Cost Recovery Factors, but shall not be obligated to agree to a Recovery Period of more than four years. If the Initial Estimate, Initial Recovery Period, and the Initial Cost Recovery Factors are accepted by the City, then they shall constitute the Final Estimate, Final Recovery Period, and Final Cost Recovery Factors for the project. Should a different estimate, recovery period and/or cost recovery factors be agreed to by the Parties, then such estimate, recovery period, and/or cost recovery factors will constitute the Final Estimate, Final Recovery Period, and Final Cost Recovery Factors only when agreed to in writing by both parties. Unless otherwise agreed by the Parties, should the Parties be unable to agree to the Final Estimate, Final Recovery Period, and Final Cost Recovery Factors within 120 days from the date the Initial Estimate is provided to the City, the request by the City and the Initial Estimate shall be deemed to have lapsed, and a new request must be made pursuant to the provisions of this Tariff. Except as set out later in this paragraph, the Final Estimate, Final Recovery Period, and Final Cost Recovery Factors shall be final and binding on the Parties for all purposes, and are not subject to modification, re-examination, true-up, reconciliation, or any other review as to prudence, reasonableness, or in comparison to the actual costs of the project. Notwithstanding the above sentence, if City takes any action, by ordinance, rule, or otherwise, that results in increased costs to the undergrounding project, then Company may, at its sole option, unilaterally increase the Final Estimate by the increase in cost resulting from the City's action, and may unilaterally increase the Final Cost Recovery Factors so as to fully recover the additional cost by the end of the term of the Final Cost Recovery Factors. For purposes of increasing the Final Estimate and Final Cost Recovery Factors, Company shall have the sole right to determine the cost increase resulting from City's action(s).

COST RECOVERY RECONCILIATION – The Company will reconcile the actual revenue recovered pursuant to the application of the UFCRF to the amount of the Final Estimate and

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

6.1.1 Delivery System Charges

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 4 of 4

Revision: Original

apply the difference to the next project approved by the City. If the City does not approve another project within 3 months of this reconciliation, the following shall occur:

- (A) in the case of an over-recovery, the Company shall determine refund factors using the UFCRF formulae above to be credited during its next full billing cycle; or
- (B) in the case of an under-recovery, the Company shall invoice the City for the under-recovery amount and the City shall pay that amount within 35 days.

AGREEMENT

An Agreement for Underground Facilities and Cost Recovery between Company and Requesting City, as set out in Section 6.3.16, is required.

MODIFICATION OF RATE SCHEDULE. Should City, any other regulatory authority, or any court modify, eliminate or void some or all of this Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF) in such a manner that it is no longer acceptable to Company, then Company may withdraw from any and all Agreements it has entered into pursuant to Paragraph V, above, by giving City ten days written notice. Any Cost Recovery Factors in effect at the time of Company's withdrawal will remain in effect for their term, and this Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF) will remain in limited effect solely for that purpose, until all such Factors have expired. If the Factors can no longer be charged in full, then City shall on a monthly basis reimburse the Company for the shortfall between the amounts that would have been recovered absent the modification or elimination of the Underground Facilities Cost Recovery Factor Rider and the amounts actually recovered pursuant to the Rider. For each calendar month, the Company shall determine the shortfall and invoice the City for that amount by the 15th of the following month, and City shall pay such invoice by the last day of that month.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date: December 29, 2008

Sheet: 17
Page 1 of 1
Revision: Original

6.1.1.17 Rider AMCRF – Advanced Metering Cost Recovery Factor

AVAILABILITY

Applicable, pursuant to PURA §39.107(h) and PUCT Substantive Rule §25.130, to Retail Customers receiving metered service for which the Company will install an Advanced Metering System (“AMS”) at any time during the AMS cost recovery period approved by the Public Utility Commission of Texas.

Rider AMCRF is not applicable to Retail Customers whose: (1) load is required to be metered by an interval data recorder meter by the Independent System Operator (ERCOT), (2) load was metered by an interval data recorder meter prior to the effective date of PUCT Substantive Rule §25.130 (May 30, 2007), or (3) load is unmetered.

NET MONTHLY BILL AMOUNT

The AMCRF for each of the Company’s applicable retail rate schedules is as follows:

<u>Rate Schedule</u>	<u>AMCRF</u>
Residential Service	\$2.21 per Month
Secondary Service Less than or Equal to 10 kW	\$2.42 per Month
Secondary Service Greater than 10 kW	\$4.03 per Month
Primary Service Less than or Equal to 10 kW	\$3.99 per Month
Primary Service Greater than 10 kW	\$5.21 per Month
Lighting Service (Metered Facilities)	\$3.29 per Month

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area
Effective Date: December 29, 2008

Sheet: 18
Page 1 of 1
Revision: Original

6.1.1.18 Rider EECRF – Energy Efficiency Cost Recovery Factor

APPLICATION

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.181(f), to all customers in customer classes that receive services under the Company's energy efficiency program.

METHOD OF CALCULATION

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually in accordance with the following formula:

$EECRF_c = [(Exp_p - Rev_p) + (Exp_a - Rev_a) + Incent] \div CUST_p$, where:

$EECRF_c$ = Energy Efficiency Cost Recovery Factor for the class.

Exp_p = Projected expense for next year by class.

Rev_p = Projected revenue in base rates for the next year by class.

Exp_a = Actual expense from the previous year by class.

Rev_a = Actual revenue in base rates and EECRF from the previous year by class.

Incent = An allowance approved by the PUC for recovery by the Company in recognition of Company performance in meeting demand reduction goals.

$CUST_p$ = Cumulative number of bills by class forecasted for all months of the next year.

MONTHLY RATE

<u>Rate Class</u>	<u>EECRF Charge</u>
Residential Service	\$ 0.22 per Retail Customer
Secondary Service Less Than or Equal to 10 kW	\$ -0.79 per Retail Customer
Secondary Service Greater Than 10kW	\$ 2.48 per Retail Customer
Primary Service Less Than or Equal to 10 kW	\$ -2.17 per Retail Customer
Primary Service Greater Than 10 kW	\$ 26.17 per Retail Customer
Transmission Service	\$-227.52 per Retail Customer
Lighting Service	\$ -0.17 per Retail Customer

NOTICE

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

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: June 25, 2007

Sheet: 1
Page 1 of 5
Revision: Four

6.1.2 Discretionary Service Charges

6.1.2.1 Standard Discretionary Services

- i. Charges Billed by Company to Competitive Retailer
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.	
Connection Charges (Move-in)		
SD1	<p>Standard Move-In Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new)</p>	<p style="margin-left: 40px;">\$ 18.00 \$ 15.00 \$ 98.00 \$ 51.00</p>
SD2	<p>Priority Move-In Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. CT/Other Meter (existing)</p>	<p style="margin-left: 40px;">\$ 97.00 \$199.00</p>
Disconnection Charges		
SD3	<p>Move-Out Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: September 14, 2008

Sheet: 1
Page 1 of 6
Revision: Five

6.1.2 Discretionary Service Charges

6.1.2.1 Standard Discretionary Services

- i. Charges Billed by Company to Competitive Retailer
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.	
Connection Charges (Move-in)		
SD1	<p>Standard Move-In Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new)</p>	<p style="margin-left: 40px;">\$ 18.00 \$ 15.00 \$ 98.00 \$ 51.00</p>
SD2	<p>Priority Move-In Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. CT/Other Meter (existing)</p>	<p style="margin-left: 40px;">\$ 97.00 \$199.00</p>
Disconnection Charges		
SD3	<p>Move-Out Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: September 14, 2008

Sheet: 1
Page 2 of 6
Revision: Five

SD4	<p>Customer Requested Clearance Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for de-energizing and re-energizing facilities.</p> <ul style="list-style-type: none"> i. With three Business Days notice (residential) ii. With three Business Days notice (non-residential) iii. With less than three Business Days notice 	<p>As Calculated As Calculated As Calculated</p>
Disconnect / Reconnect for Non-Pay Charges		
SD5	<p>Disconnect for Non-Pay (DNP) Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.</p> <p>If the DNP is requested by the Competitive Retailer, the request shall be completed within three Business Days of the requested date provided Company receives the request at least two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. Company shall not disconnect a premise before the requested date.</p> <p>If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.</p> <p><u>At Meter</u></p> <ul style="list-style-type: none"> i. Standard Disconnect ii. Same Day Disconnect iii. Holiday <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u></p> <ul style="list-style-type: none"> i. Standard Disconnect ii. Same Day Disconnect iii. Holiday <p>NOTE: Company shall not disconnect service to a residential customer on the Business Day immediately preceding a holiday.</p>	<p>\$ 8.00 n/a n/a</p> <p>\$ 44.00 n/a n/a</p>

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: September 14, 2008

Sheet: 1
Page 3 of 6
Revision: Five

SD6	<p>Reconnect After DNP Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.</p> <p>Standard Reconnect: Standard reconnect requests received by Company prior to 2:00 PM CPT on a Business Day shall be reconnected that day. Standard reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnection requests received by Company after 5:00 PM CPT or on a day that is not a Business Day shall be considered received on the next Business Day.</p> <p>Same Day Reconnect: Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.</p> <p><u>At Meter</u></p> <ul style="list-style-type: none"> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u></p> <ul style="list-style-type: none"> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday <p>NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.</p>	<p>\$ 10.00</p> <p>\$ 89.00</p> <p>\$ 89.00</p> <p>\$115.00</p> <p>\$ 54.00**</p> <p>\$155.00**</p> <p>\$155.00**</p> <p>\$196.00**</p>
Meter Test Charge		
SD7	<p>Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.</p> <p><u>Self-contained Meter – Company owned</u></p> <ul style="list-style-type: none"> i. First test within the previous four years ii. Found outside of the accuracy standards iii. Single Phase iv. Three Phase <p><u>CT/Other Meter – Company owned</u></p> <ul style="list-style-type: none"> i. First test within the previous four years ii. Found outside of the accuracy standards iii. Single Phase iv. Three Phase <p><u>Competitive Meter</u></p>	<p>No Charge</p> <p>No Charge</p> <p>\$ 23.00</p> <p>\$ 44.00</p> <p>No Charge</p> <p>No Charge</p> <p>\$ 71.00</p> <p>\$ 94.00</p> <p>\$ 94.00</p>
Out-of-Cycle Meter Read Charges		
SD8	<p>Re-Reads Applicable to requests to re-read Retail Customer's Meter to verify the accuracy of Company's Meter Reading. The re-read shall be completed within five Business Days of Company's receipt of the request.</p> <ul style="list-style-type: none"> i. Meter Reading found to be in error ii. Meter Reading found to be accurate 	<p>\$ 0.00</p> <p>\$ 7.25</p>

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: September 14, 2008

Sheet: 1
Page 4 of 6
Revision: Five

SD9	<p>Out-of-cycle Meter Read for the Purpose of a Switch Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of switching Retail Customer's account to a new Competitive Retailer. Company shall perform the Meter Read on the Competitive Retailer's requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>Out-of-Cycle Meter Estimation for the Purpose of a Switch due to denial of Access by Retail Customer</p> <p>Out-of-Cycle Estimate for the Purpose of a Mass Transition charges for estimation shall be charged to the exiting Competitive Retailer.</p>	<p>\$ 7.25</p> <p>\$ 7.25</p> <p>\$ 0.75</p>
Non-Standard Meter Installation Charges		
SD10	<p>Off-site Meter Reading (OMR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.</p> <p style="text-align: center;">During Normal Business Hours</p>	<p>\$ 86.00</p>
SD11	<p>Automated Meter Reading (AMR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of Meter Reading information on cycle or special reading date without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.</p> <p>Single-Phase Self Contained During Normal Business Hours</p> <p>Three-Phase Self Contained During Normal Business Hours</p> <p>Single-Phase Instrumented Rated During Normal Business Hours</p> <p>Three-Phase Instrumented Rated During Normal Business Hours</p>	<p>\$202.00</p> <p>\$359.00</p> <p>\$259.00</p> <p>\$420.00</p>
SD12	<p>Interval Data Recorder (IDR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.</p> <p style="text-align: center;">During Normal Business Hours</p>	<p>As Calculated</p>
Service Call Charge		
SD13	<p>Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system.</p> <p>i. During Business Days, 8:00 AM -5:00 PM CPT</p> <p>ii. Business Days non-Business Hours</p> <p>iii. Weekend</p> <p>iv. Holiday</p>	<p>\$ 50.00</p> <p>\$ 50.00</p> <p>\$ 50.00</p> <p>\$ 50.00</p>

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: September 14, 2008

Sheet: 1
Page 5 of 6
Revision: Five

Outdoor Lighting Charges		
SD14	<p>Security Lighting Repair Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.</p>	As Calculated*
SD15	<p>Security Light Removal Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*
SD16	<p>Street Light Removal Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*
Tampering Charges		
SD17	<p>Tampering Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises.</p> <p>Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
SD18	<p>Broken Meter Seal Applicable to breakage of the Meter seal.</p>	\$ 21.00
Denial of Access		
SD19	<p>Inaccessible Meter Charge Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 60.00

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

6.1.2 Discretionary Service Charges
 Applicable: Entire Certified Service Area
 Effective Date: September 14, 2008

Sheet: 1
 Page 6 of 6
 Revision: Four

Distributed Renewable Generation Metering		
SD20	<p>Distributed Renewable Generation Metering Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network . Equipment shall be installed within 30 days of receipt of request.</p>	As Calculated

* These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.

** These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 1 of 6
Revision: Two

6.1.2.2 Discretionary Charges - Construction Service

AVAILABILITY

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

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

Discretionary Charges for Construction Service include:

DD6	Delivery System Facilities Installation Charge is made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service requests involving the installation, construction, or extension of distribution facilities.	As Calculated
DD7	Additional Service Design Charge is made for preparing iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit. The initial two designs on a project will be included in the system charges, any additional designs will be done at Retail Customer's expense pursuant to this charge.	As Calculated
DD8	Temporary Facilities Charge is made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed, including an Account Initiation Charge. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter, including an Account Initiation Charge. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter, including an Account Initiation Charge. D. All other temporary facilities installation and removal.	\$ 49.00 \$ 161.00 \$ 653.00 As Calculated
DD9	Facilities Relocation/Removal Charge is made for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD27	Competitive Meter Removal / Installation Service Fee is made when the Company removes a Company owned meter and replaces it with a 3 rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3 rd party owned meter previously removed in association with DD30. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	\$ 51.00 \$ 77.00 \$ 136.00
DD30	Competitive Meter Physical Access Equipment Installation Service Fee is made for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required (<i>performed during initial meter installation</i>) B. Additional Service Call Required (<i>performed after initial meter installation</i>)	\$ 45.00 \$ 75.00
DD31	Emergency Restoration Service Charge is made for the provision of emergency restoration service related to customer distribution facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
TD1(R)	Transmission Facilities Relocation Study Charge is made for a study performed by Company at request of Retail Customer for the relocation of transmission or substation facilities.	As Calculated
TD2(R)	Transmission Facilities Relocation Charge is made for the relocation of transmission facilities at request of Retail Customer.	As Calculated

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 2 of 6
Revision: Two

TD5(R)	Transmission Emergency Restoration Service Charge is made for the provision of emergency restoration service related to customer transmission or substation facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
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6.1.2.2.1 General: Distribution Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances.

6.1.2.2.1.1 Standard Distribution Facilities

Company's standard distribution facilities consist of the Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase distribution source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages.

6.1.2.2.1.2 Non-standard Facilities

Non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, or facilities necessary to provide service at a non-standard voltage.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.6, NON-STANDARD FACILITY EXTENSIONS.

6.1.2.2.1.3 Retail Customer's Electrical Installation

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

6.1.2.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way on property owned or controlled by Retail Customer which are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer.

Retail Customer provides, without cost to Company, suitable space on Retail Customer's premises for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities.

6.1.2.2.2 Overhead Delivery Service

6.1.2.2.2.1 Standard Service Drop

Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides point of attachment, which is acceptable to Company so that Service Drop meets requirements of all applicable codes. Company may furnish a bracket (such as service mast bracket, eye bolt, house knob, metal clevis, etc.) to be installed on Retail Customer's Premises at the point of attachment for Company's service drop. Company may install bracket on Retail Customer's wood structure or building where Retail Customer provides visible support acceptable to Company for bracket. For structures other than wood, Retail Customer provides adequate support approved by Company and installs bracket.

6.1.2.2.2.2 Service Entrance Conductor

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

6.1.2.2.2.3 Connections at Point of Delivery

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

6.1.2.2.3 Underground Delivery Service

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

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

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 3 of 6
Revision: Two

- b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment.
- c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.
- d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any change in grade which requires the lowering or raising of electrical conductors or associated equipment is at the expense of Retail Customer.
- e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System

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

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

6.1.2.2.3.2 Service Lateral

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

6.1.2.2.3.3 Transformer and Equipment

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

6.1.2.2.3.4 Vault

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

Under any other conditions, Retail Customer takes service outside the building.

6.1.2.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail or Wholesale Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer's Competitive Retailer or Wholesale Customer may be required to relocate the Metering Equipment to a location agreeable to Company. Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 4 of 6
Revision: Two

6.1.2.2.5 Standard Facility Extensions: Distribution

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

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified.

6.1.2.2.5.1 Overhead Extensions for Small Loads

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

6.1.2.2.5.2 Underground Extensions for Small Loads

Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company distribution facilities, which includes primary, secondary and service lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon either an estimated cost per foot for the type of facility installed or a specific cost study.

6.1.2.2.5.3 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Extensions

The amount of the CIAC for Delivery System Construction Service is determined by the appropriate formula below. If the amount calculated below is zero or negative, no contribution in aid of construction is required for provision of Construction Service. All calculations and component costs used in the determination of the contribution in aid of construction will be provided to Retail Customer upon request.

Retail Customers with a Maximum kW Demand Greater Than or Equal to 20 kW

$$\text{Amount} = \text{Direct Cost} - (\text{Standard Allowance Factor} \times \text{Maximum kW Demand})$$

Direct Cost - The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

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

Rate Class	Standard Allowance Factor
General Service Secondary	\$98/kW
General Service Primary	\$94/kW
High Voltage	\$53/kW

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

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 5 of 6
Revision: Two

6.1.2.2.5.4 Retail Customer Requested Facility Upgrades

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

6.1.2.2.5.5 Unused Allowance

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

6.1.2.2.6 Non-Standard Facility Extensions: Distribution

If Retail Customer desires Delivery System service which involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff,

in addition to the cost in excess of the standard allowance described in Section 6.1.2.2.5.3 for construction of standard facilities, if any, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities to meet Retail Customer's request.

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

6.1.2.2.7 Temporary Delivery System Facilities: Distribution

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

6.1.2.2.8 Removal and Relocation of Company's Facilities: Distribution

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

6.1.2.2.9 General: Transmission and Transformation Facilities

Transmission facilities are those facilities operated at 60 kilovolts or above. Transformation facilities are those facilities from the high voltage side of the load serving substation transformer through the remainder of the substation. Company is responsible for the construction, extension, upgrade, or alteration of transmission and transformation facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer.

6.1.2.2.9.1 Standard Facilities

Company's standard facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, transmission or transformation source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages.

6.1.2.2.9.2 Non-standard Facilities

Non-standard facilities include but are not limited to a two-way feed, underground facilities, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, or facilities necessary to provide service at a non-standard voltage.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.11, NON-STANDARD FACILITY EXTENSIONS.

6.1.2.2.9.3 Retail Customer's Electrical Installation

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

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 2
Page 6 of 6
Revision: Two

6.1.2.2.9.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way on property owned or controlled by Retail Customer which are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer.

Retail Customer provides, without cost to Company, suitable space on Retail Customer's premises for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities.

6.1.2.2.10 Standard Facility Extension: Transmission and Transformation

Extension of standard transmission and transformation facilities to permanent Retail Customers within Company's certificated area will be provided to Retail Customers at no cost. The cost of the standard extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes transmission and transformation facilities, to the Point of Delivery.

6.1.2.2.10.1 Retail Customer Requested Facility Upgrades

In the case of upgrades to transmission or transformation facilities necessitated by Retail Customer adding load in excess of existing facility capacity, standard facility upgrades that are attributable to the Retail Customer's request will be provided to Retail Customer at no cost.

6.1.2.2.11 Non-Standard Facility Extensions: Transmission and Transformation

If Retail Customer desires transmission or transformation service which involves non-standard facilities as described in Section 6.1.2.2.9 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities to meet Retail Customer's request, unless Company and Retail Customer agree on another mutually acceptable arrangement.

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

6.1.2.2.12 Temporary Delivery System Facilities: Transmission and Transformation

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

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: June 25, 2007

Sheet: 3
Page 1 of 3
Revision: Two

6.1.2.3 - Discretionary Charges - Other Than Construction Service Charges

AVAILABILITY

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

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

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD1	Account Initiation Charge is made for processing a request for distribution service initiation.	\$ 7.00
DD2	Out-of-Cycle Meter Reading Charge is made each time Competitive Retailer requests, and Company makes, a manual out-of-cycle meter reading. A. During Regular Hours B. Outside Regular Hours - Non-Holiday C. Outside Regular Hours - Holiday	 \$ 7.25 \$ 78.00 \$ 100.00
DD3	Connection Charge is made for new service connections made outside regular working hours. A. Self Contained Meter B. Other Connections	 \$ 89.00 As Calculated
DD4	Retail Customer Requested Clearance Charge is made for activities and expenses involved in de-energizing/re-energizing Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company electrical facilities or on the Retail Customer's facilities.	Refer to SD4
DD5	Disconnect/Reconnect Charge is made for disconnection or reconnection of Retail Customer's distribution service. Disconnect at Meter A. During Regular Hours Reconnect at Meter B. During Regular Hours - Regular Route C. During Regular Hours - Special Route D. Outside Regular Hours - Non Holiday E. Outside Regular Hours - Holiday Disconnect at Pole, Weatherhead or Secondary Box F. During Regular Hours Reconnect at Pole Weatherhead or Secondary Box G. During Regular Hours H. Outside Regular Hours - Non Holiday I. Outside Regular Hours - Holiday	 \$ 8.00 \$ 10.00 \$ 28.00 \$ 89.00 \$ 115.00 \$ 44.00 \$ 54.00 \$ 155.00 \$ 196.00
DD10	Meter Test Charge is made when a Competitive Retailer requests, and Company performs, a meter test and the meter is found to be within the accuracy standards established by the applicable legal authority. A. Single Phase Self Contained B. Three Phase Self Contained C. Single Phase Instrument Rated D. Three Phase Instrument Rated	Refer to SD7

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: June 25, 2007

Sheet: 3
Page 2 of 3
Revision: Two

DD11	<p>PCB Inquiry and Testing Charge is made for activities and expenses involved in the research required to respond to PCB inquiries regarding Company-owned, mineral oil-filled electrical equipment, plus a lab testing charge if required. Initial charge covers up to four transformers at a specific location. For each additional transformer at the same location, add \$20.</p> <p>A. Lab Testing Charge (if required)</p>	<p>\$ 125.00</p> <p>As Calculated</p>
DD12	<p>Service Call Charge is made for responding to a service call that is determined to be a Retail Customer problem rather than a Company problem.</p>	Refer to SD13
DD13	<p>Tampering Charge is made for unauthorized reconnection or other tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's premises or evidence by whomsoever done at Retail Customer's premises. An additional charge for the cost of repairs and/or replacement of damaged facilities and the installation of protective facilities or relocation of meter is made at cost plus appropriate adders.</p>	Refer to SD17
DD14	<p>Off-Site Meter Reading (OMR) Equipment Installation Charge is made for installation of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held meter reading device carried by the meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment.</p> <p>A. During Regular Hours B. Outside Regular Hours - Non-Holiday C. Outside Regular Hours - Holiday</p>	<p>Refer to SD10</p> <p>\$ 152.00 \$ 178.00</p>
DD15	<p>Automated Meter Reading (AMR) Equipment Installation Charge is made for the installation of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of meter reading information on cycle or special reading date at the request of a Competitive Retailer. The Competitive Retailer must secure Retail Customer commitment to maintain a working telephone circuit and Retail Customer's permission to connect Retail Customer's telephone circuit to the meter. The Company maintains ownership of this equipment.</p> <p>A. Single Phase Self Contained B. Three Phase Self Contained C. Single Phase Instrument Rated D. Three Phase Instrument Rated</p>	Refer to SD11
DD16	<p>Automated Meter Reading (AMR) Charge is made for monthly automated meter reading (AMR).</p> <p>A. AMR - Cycle Meter Read B. AMR - Specific Date Meter Read</p>	<p>\$ 1.50 \$ 6.10</p>
DD17	<p>Advanced Metering Interval Load Data Equipment Installation Charge is made for specific requests by Competitive Retailer for installation of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone. The Competitive Retailer must secure Retail Customer commitment to maintain a working telephone circuit and Retail Customer's permission to connect Retail Customer's telephone circuit to the meter. The Company maintains ownership of this equipment.</p>	Refer to SD12
DD18	<p>Advanced Metering Interval Load Data Equipment Maintenance Charge is for monthly maintenance and telephone support for "Standard Advanced Metering Equipment."</p>	\$ 7.00
DD19	<p>Electrical Pulse Equipment Installation/Replacement Charge is for the installation/replacement of electrical pulse device equipment.</p> <p>A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box</p>	<p>\$ 330.00</p> <p>\$ 212.00 \$ 125.00 \$ 272.00 \$ 119.00</p>
DD20	<p>Electrical Pulse Equipment Maintenance Charge is made for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.</p>	\$ 10.00

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: June 25, 2007

Sheet: 3
Page 3 of 3
Revision: Two

DD21	Dual Socket Meter Adapter Installation Charge is made for installation of a dual socket meter adapter on instrument rated metering facilities to accommodate the Retail Customer's meter. Company maintains ownership of this equipment. Measurements taken from Company's meter will be used to bill Competitive Retailer for non-bypassable charges and for settlement purposes.	\$ 566.00
DD22	Power Factor Correction Equipment Installation Charge is made for the cost of and installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level contained in the Company's Tariff for Delivery Service. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action.	As Calculated
DD23	Non-Standard Service Equipment Inspection/Testing Charge is made for the periodic inspection/testing of electric distribution facilities installed at the request of Retail Customer to enhance service reliability.	\$ 58.00
DD25	Retail Delivery Service Switchover Charge is made for a request to switch service to a consuming facility to another utility that has the right to serve the facility and shall be handled pursuant to Public Utility Commission of Texas Substantive Rule §25.27, a copy of which will be provided upon request. Self Contained A. Base Charge B. Base Charge Adder Instrument Rated C. Base Charge D. Base Charge Adder E. Facilities Recovery Charge	 \$ 250.00 \$ 115.00 \$ 455.00 \$ 255.00 As Calculated
DD26	Miscellaneous Discretionary Service Charge is made for discretionary services not covered by the standard conditions above and provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD28	Competitive Meter Non-Standard Programming Service Fee is made for specific requests for non-standard meter programming of a competitive meter by the Company. This activity may be performed on a new meter or in conjunction with replacing an existing meter. A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	 \$ 30.00 \$ 59.00
DD29	Competitive Meter Communication Diagnostic Service Fee is made for the testing of 3 rd party communication equipment associated with the installation of a competitive meter by the Company.	\$ 116.00
TD3(R)	Power Factor Correction Facilities Installation Charge is made for the installation of power factor correcting facilities by Company due to failure of Retail Customer to maintain required power factor.	As Calculated
TD4(R)	Miscellaneous Transmission Discretionary Services Charge is made for additional transmission related discretionary services as requested by Retail Customer in accordance with Commission Substantive Rules and Company's Commission-approved service regulations.	As Calculated

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

6.1.2 Discretionary Service Charges
Applicable: Entire Certified Service Area
Effective Date: July 15, 2006

Sheet: 4
Page 1 of 1
Revision: One

6.1.2.4 – Distributed Generation

DD24	<p>Distributed Generation Pre-Interconnection Study Fee is made for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.</p> <p style="text-align: center;">NON-EXPORTING</p> <p>A. 0 to 10 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>D. 2000+ kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p style="text-align: center;">EXPORTING</p> <p>A. 0 to 10 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>D. 2000+ kW</p> <ol style="list-style-type: none"> 1. Pre-certified, not on network 2. Not pre-certified, not on network 3. Pre-certified, on network 4. Not pre-certified on network <p>* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.</p>	<p>\$ 0 \$ 220 \$ 200* \$ 330</p> <p>\$ 180** \$ 320 \$ 960* \$ 1,725</p> <p>\$ 510 \$ 650 \$ 2,550 \$ 2,550</p> <p>\$ 860 \$ 1,000 \$ 3,000 \$ 3,653</p> <p>\$ 0 \$ 220 \$ 200* \$ 330</p> <p>\$ 180** \$ 320 \$ 1,290* \$ 1,890</p> <p>\$ 510 \$ 650 \$ 3,300 \$ 3,440</p> <p>\$ 860 \$ 1,000 \$ 3,650 \$ 3,780</p>
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**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.2 Company Specific Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Sheet: 1
Page 1 of 1
Revision: One

6.2.1 Definitions

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

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

APARTMENT HOUSE. A building or buildings containing more than five dwelling units all of which are rented primarily for nontransient use, with rental paid at intervals of one week or longer. Apartment house includes residential condominiums, whether rented or owner occupied.

BILLING DEMAND. 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 not apply to retail seasonal agricultural customers, as determined by the utility.

CONDUCTORS CONSIDERED OUTSIDE OF BUILDING. Conductors are considered outside of a building or other structure under any of the following conditions: (1) where installed under not less than two inches of concrete beneath a building or other structure, or (2) where installed within a building or other structure in a raceway that is enclosed concrete or brick not less than two inches thick.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC). A payment by Retail Customer to Company in order to prevent burdening other Retail Customers through capital expenditures by Company which are for non-standard Delivery Service or for extensions which are not economically justified based on anticipated revenue from Retail Customer.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based. The Company demand interval is normally 15 minutes.

DWELLING UNIT. A room or rooms suitable for occupancy as a residence containing kitchen and bathroom facilities.

ENERGY. The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

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

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

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the service lateral to Retail Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service.

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

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for an hour.

WHOLESALE CUSTOMER. An electric utility, transmission and distribution utility, electric cooperative, municipally owned utility, or river authority. The term Wholesale Customer also includes a distributed generator who is using the Company's distribution system in connection with a sale of electric power and energy for resale.

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

6.2 Company Specific Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Sheet: 2

Page 1 of 1

Revision: Original

6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage which is non-standard or not available for a specific load or location, such voltage may be provided by Company at the expense of the requesting party.

<i>Single Phase</i>	<i>Three Phase</i>
120	
	120/208
120/240	120/240
240	240
240/480	240/480
	277/480
480	480
	480/830
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470	12470
	13200
14400	
	14400/24940
24940	
	34500
	69000
	138000
	345000

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

Secondary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

Primary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

Transmission voltage is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

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

6.2 Company Specific Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Sheet: 3

Page 1 of 1

Revision: One

6.2.3 Additional Delivery Service Information

6.2.3.1 Method of Providing Delivery Service

6.2.3.1.1 Apartment House or other Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or building unit or through one Meter at each Point of Delivery for any number of Dwelling Units or building units in the same Apartment House or multi-tenant building. Where Delivery Service is provided using individual metering for each Dwelling Unit or building unit, Retail Customer shall group and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.2 Mobile Homes

Company provides Delivery Service through an individual Meter to each space in a mobile home park and Retail Customer shall group and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.3 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company complete an agreement setting forth the responsibilities of each party.

6.2.3.2 Measurement Adjustment

If Company meters service on the secondary side of Retail Customer's transformers for service taken at primary or transmission voltage, the following adjustments are made to kWh and/or kW measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Primary Distribution Voltage		Transmission Voltage	
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.8% added to measured kW and kWh

6.2.3.3 Attachments to Company's Facilities

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

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

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

6.2 Company Specific Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Sheet: 4

Page 1 of 1

Revision: One

6.2.4 Additional Discretionary Service Information

6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. In the absence of a Point of Delivery, the following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

<u>DISCRETIONARY SERVICE CHARGE</u>	<u>APPLICABLE SERVICE AGREEMENT</u>
DD4 -- Retail Customer Requested Clearance Charge	Discretionary Service Agreement
DD6 -- Distribution Facilities Installation Charge	Facilities Extension Agreement
DD7 -- Additional Service Design Charge	Discretionary Service Agreement
DD8 -- Temporary Facilities Charge	Facilities Extension Agreement or Discretionary Service Agreement
DD9 -- Facilities Relocation/Removal Charge	Discretionary Service Agreement
DD11 -- PCB Inquiry and Testing	Discretionary Service Agreement
DD19 -- Electric Pulse Equipment Installation Charge	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20 -- Electric Pulse Equipment Maintenance Charge	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27 -- Competitive Metering Removal / Installation Service Fee	Agreement for Meter Ownership and/or Access
DD28 -- Competitive Meter Non-Standard Programming Service Fee	Discretionary Service Agreement
DD29 -- Competitive Meter Communication Diagnostic Service Fee	Discretionary Service Agreement
DD30 -- Competitive Meter Physical Access Equipment Installation Service Fee	Discretionary Service Agreement

6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement and/or the Delivery Service Agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 1 of 30
Revision: One

6.3.1 Facilities Extension Agreement

Project Number _____
WR Number _____
Region/District _____

This Agreement is made between _____, hereinafter called "Customer" and _____, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location _____.

The Company has received a request for the extension of: (check all that apply)

STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or
(Number of lots/units)

_____ Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company _____ Dollars (\$ _____) as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within two (2) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.

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

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 2 of 30
Revision: One

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

Signature

Signature

Title

Title

Date Signed

Date Signed

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 3 of 30
Revision: Original

6.3.2 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to: Oncor Electric Delivery Company LLC
Attention: Distributed Generation
1601 Bryan Street
Dallas, TX 75201-3411

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____
(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes _____ No

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number: _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) _____

One-line diagram attached: _____ Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? _____ Yes

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 4 of 30
Revision: Original

[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 5 of 30
Revision: Original

6.3.3 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by _____ ("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. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

- a. **Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Section 4.7.2 of Company's PUC-approved tariffs and terms and conditions for distribution service, which is incorporated herein by reference.**
- b. **Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.**
- c. **Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.**

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 6 of 30
Revision: Original

- d. *Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*
- e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.*
- f. *For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.*

5. **Right of Access, Equipment Installation, Removal & Inspection**– Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit** – Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights**-- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. **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, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

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

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 7 of 30
Revision: Original

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

11. **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, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

13. **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.

14. **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.

15. **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.

16. **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.

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

[Company Name]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 8 of 30
Revision: Original

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 9 of 30

Revision: Original

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:

2. Facility location:

3. Delivery voltage:

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

5. Normal Operation of Interconnection:

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. Control area interchange point (check one): _____ Yes / _____ No

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

[Company Name]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 10 of 30
Revision: Original

6.3.4 Discretionary Service Agreement

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

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] _____

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

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

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

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any 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 Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

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

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

- (a) If to Company:

Attn: _____
Energy Plaza
1601 Bryan Street, _____ Floor
Dallas, Texas 75201-3402

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 11 of 30
Revision: Original

(b) If to Customer:

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

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

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

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

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

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

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

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

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

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 12 of 30
Revision: Original

6.3.5 Easement and Right of Way (Form 50.3000)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, and all necessary or desirable appurtenances over, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20____, recorded in Volume _____, Page _____, _____ Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect _____ poles, and _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 13 of 30
Revision: Original

6.3.6 Easement and Right of Way (Form 50.3100)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, and _____, a _____, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, and all necessary or desirable appurtenances over, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20____, recorded in Volume _____, Page _____, Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect _____ poles, and _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 14 of 30
Revision: Original

6.3.7 Easement and Right of Way (Form 50.3200)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20 ____, recorded in Volume _____, Page _____, Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect/install _____ surface mounted equipment, poles, and _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20 ____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 15 of 30
Revision: Original

6.3.8 Easement and Right of Way (Form 50.3300)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, and _____, a _____, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, County, Texas, more particularly described in deed from _____, to _____, dated _____, 20 _____, recorded in Volume _____, Page _____, Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect /install _____, surface mounted equipment _____ poles, and _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20 _____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 16 of 30
Revision: Original

6.3.9 Easement and Right of Way (Form 50.3400)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20____, recorded in Volume _____, Page _____, Deed Records said County.

The centerline of said right-of-way being described as follows:

Grantee shall have the right to erect/install _____ surface mounted equipment along the course of said line. Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said lines; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said lines, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 17 of 30
Revision: Original

6.3.10 Easement and Right of Way (Form 50.3500)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities, consisting of a variable number of wires, guy anchors and all necessary or desirable appurtenances over, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20 _____, recorded in Volume _____, Page _____, Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said guying facilities; the right to relocate said guying facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said guying facilities; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said guying facilities, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said guying facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20 _____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 18 of 30
Revision: Original

6.3.11 Easement and Right of Way (Form 50.3600)

Region/District _____
WA/Project Number _____
Map Reference _____
Easement Number _____

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by _____ ("Company"), a Delaware limited liability company, 1601 Bryan Street, Dallas, Texas 75201, and _____, a _____, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities, consisting of a variable number of guy wires, guy anchors and all necessary or desirable appurtenances over, across, and upon Grantor's land in the _____ Survey, Abstract No. _____, _____ County, Texas, more particularly described in deed from _____, to _____, dated _____, 20____, recorded in Volume _____, Page _____, Deed Records said County.

Said right-of-way granted being described as follows:

Grantee shall have the right to erect _____ single or multiple guy anchorages along the course of said line. Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said guying facilities; the right to relocate along the same general direction of said guying facilities; the right to relocate said guying facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to prevent excavation within the easement area or for a distance of _____ feet on each side of the actual center of said guying facilities; the right to prevent construction of, within the easement area or for a distance of _____ feet on each side of the actual center of said guying facilities, any and all buildings, structures or other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities or to remove appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said _____ foot space, to the extent in the sole judgement of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ HAND(S) THIS _____ DAY OF _____, 20____.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 19 of 30

Revision: Original

6.3.12 Grant of Easement (Veteran's Land Board)

VLB ACCOUNT NUMBER _____

GRANT OF EASEMENT

(Lands Under Contract of Sale and Purchase Under the Texas Veterans Land Act to be used only for easements for utilities serving the subject property.)

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

- 1) That the undersigned veteran-purchaser, grantor herein, with the approval of the Veterans Land Board, hereinafter called Board, hereby grants to _____ hereinafter called grantee, an easement for a right-of-way to construct and erect a _____ line, on, across or under the land as described in the Warranty Deed from _____ to the Board recorded in Volume _____, Page _____, of the Deed Records of _____ County, Texas, to which reference is made for a full and complete description. Said right-of-way shall be _____ feet wide, being _____ feet on each side of the centerline thereof, said centerline to be agreed upon by the grantor and grantee herein. In no event shall this easement be used to provide service to property outside the boundaries of the above referenced tract. GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES AND DISTANCES.
- 2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Chairman of the Texas Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$_____. Such amount is to be applied by the Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Board such amount will applied for the benefit of the fund designated by law.
- 3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed and the course and location of said right-of-way shall not be changed except by written consent of both the grantor and written approval of the Board.
- 4) The grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of erecting, constructing, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.
- 5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Board.
- 6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.
- 7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.
- 8) The grantee agrees to pay to the Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.
- 9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental thereof.
- 10) Other conditions: (If none, indicate so. If necessary, reference and attach exhibit).
- 11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans Land Board executed his approval hereon.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 20 of 30

Revision: Original

(Veteran-purchaser)

(Spouse, if necessary)

APPROVED THIS _____ day of _____, 20____.

, CHAIRMAN
VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____ and _____.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES _____

Printed Name of Notary

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 21 of 30
Revision: Original

6.3.13 Agreement and Terms and Conditions for Pulse Metering Equipment Installation

_____ (“Company”) and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] (“Customer”) hereby agree that the provision of Pulse Metering Equipment will be governed by the Company’s Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation (“Agreement”).

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company’s Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies up to a point for Customer’s interconnection.
2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer’s side of the point of interconnection with Company’s Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer’s equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company’s Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer’s requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company’s invoice.
5. Only Company or Company’s authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days Company shall provide notice to Customer of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.
6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.
7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company’s relay and associated wiring.
8. Company reserves shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company’s Tariff for Retail Delivery Service.
9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.
10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:
 - (a) Customer name;
 - (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 22 of 30
Revision: Original

- (c) Customer's authorized representative contact name, if applicable;
- (d) Customer's authorized representative contact phone number, if applicable;
- (e) ESI ID (if available);
- (f) Service address (including City and zip code);
- (g) Pulse data requested e.g. watt-hour, time, var-hour;
- (h) Billing/Invoice Information, including:
Responsible Party;
Billing Address; and
- (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent, that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____
Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

FOR CUSTOMER:

Contact: _____
Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

- 12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.
- 13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.
- 14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.
- 15. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 23 of 30
Revision: Original

Company (insert name) _____

(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 24 of 30
Revision: Original

6.3.14 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: _____
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____ ("Company") and _____ ("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized _____ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.
2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e., meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.
3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 - Rate Schedules of Company's Tariff.
4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.
5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.
6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 25 of 30
Revision: Original

paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

- 1. Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter Reading Capability") is _____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning _____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.
- 2. Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for _____ consecutive minutes beginning at _____ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for _____ consecutive minutes each day beginning at _____ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.
- 3. Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____
Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2004

Page 26 of 30

Revision: Original

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

FOR RETAIL CUSTOMER:

Company Name: _____

Contact Person: _____

Premise Address: _____

Billing Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Retail Customer's Competitive Retailer, contact name and phone number:

FOR METER OWNER:

Company Name: _____

Contact Person: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

For Return of Non-Company Owned Meter:

Contact Person: _____

Address: _____

FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____

Contact Person: _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 27 of 30
Revision: Original

Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.
2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.
3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").
4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.
5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.
6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.
7. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

Company (insert name) _____
(legal signature) _____
(date) _____

Retail Customer (insert name) _____
(legal signature) _____
(date) _____

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 28 of 30
Revision: Original

ACKNOWLEDGED this ____ day of _____, by:

Meter Owner (insert name)

(legal signature)

(date)

ACKNOWLEDGED this ____ day of _____, by:

Retail Customer's Agent (insert name)

(legal signature)

(date)

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 29 of 30
Revision: Original

6.3.15 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):* _____

Premise Address (*include city, state, zip*):* _____

Retail Customer: _____

Retail Customer's Billing Address:
(*include city, state, zip*) _____

Retail Customer's Email: _____

Retail Customer's Telephone Number: _____

Retail Customer's Fax Number: _____

Retail Electric Provider or (REP): _____

Transmission and Distribution Utility (TDU): _____

Retail Customer's Agent: _____

Retail Customer's Agent's Address:
(*include city, state, zip*) _____

Retail Customer's Agent's Email: _____

Retail Customer's Agent's Telephone Number: _____

Retail Customer's Agent's Fax Number: _____

*** If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.**

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

- (1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;
- (2) Submit to and obtain from the TDU information requests, service requests, and data access; and,
- (3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2004

Page 30 of 30
Revision: Original

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

Retail Customer

Date

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

6.3 Agreements and Forms
Applicable: As Listed in Section 6.4
Effective Date: As Listed in Section 6.4

Sheet: 16
Page 1 of 3
Revision: Original

6.3.16 Agreement for Underground Facilities and Cost Recovery

This Agreement for Underground Facilities and Cost Recovery (“Agreement”) is made and entered into between Oncor Electric Delivery Company (“Company”) and the City of Irving (“City”), hereinafter referred to as “Parties.” The Parties, through their undersigned representatives, hereby agree to the following:

1. UNDERGROUND FACILITIES COST RECOVERY FACTOR RIDER. This Agreement is made pursuant to the Underground Facilities Cost Recovery Factor Rider, Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF), but shall constitute a separate and binding agreement irrespective of whether the UFCRF is modified or eliminated while this Agreement is in effect.
2. DESCRIPTION OF UNDERGROUNDING PROJECT. This Agreement covers the Undergrounding Project, as described below:

MacArthur and Shady Grove Intersection Improvements

3. FINAL ESTIMATE, FINAL RECOVERY PERIOD, AND FINAL COST RECOVERY FACTORS. The following Final Estimate, Final Recovery Period, and Final Cost Recovery Factors were determined pursuant to the provisions of the UFCRF, and City hereby accepts them, as follows:

Final Estimate: **\$ 896,702**
Final Recovery Period: **24 months**
Final Cost Recovery Factors:

RATE CLASS	ALLOCATED AMOUNT (\$)	NUMBER OF CUSTOMERS	FINAL COST RECOVERY FACTOR (\$/CUSTOMER)
Residential	\$265,245	78,748	\$0.14
Secondary Service Less Than or Equal to 10 KW	\$11,119	5,733	\$0.08
Secondary Service Greater Than 10 KW	\$575,235	5,054	\$4.75
Primary Service Less Than or Equal to 10 KW	N/A	N/A	N/A
Primary Service Greater Than 10 KW	\$26,094	22	\$49.42
Transmission Service	\$15,513	2	\$323.19
Lighting Service	\$3,407	887	\$0.16

Except as explicitly set out herein, the Final Estimate and Final Cost Recovery Factors are final and binding on the Parties for all purposes, and are not subject to modification, re-examination, true-up, reconciliation, or any other review as to prudence, reasonableness, or in comparison to the actual costs of the project. Notwithstanding the above sentence, if City takes any action, by ordinance, rule, or otherwise, that results in increased costs to the undergrounding project, then Company may, at its sole option, unilaterally increase the Final Estimate by the increase in cost resulting from the City’s action, and may unilaterally increase the Final Cost Recovery Factors so as to fully recover the additional cost by the

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

6.3 Agreements and Forms

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 2 of 3

Revision: Original

end of the Final Recovery Period. For purposes of increasing the Final Estimate and Final Cost Recovery Factors, Company shall have the sole right to determine the cost increase resulting from City's action(s).

4. CANCELLATION OF PROJECT. City may cancel an undergrounding project at any time prior to the point construction begins on the project. If canceled, City shall reimburse Company for all costs incurred up to the cancellation date, including any additional costs incurred by Company thereafter as a result of the cancellation, within 15 days of receipt of an invoice from the Company. Company may, at its option, send more than one invoice in order to more timely recover its costs.

5. MODIFICATION OF RATE SCHEDULE 6.1.1.16 – RIDER UNDERGROUND FACILITIES COST RECOVERY FACTOR (UFCRF). Should City, any other regulatory authority, or any court modify, eliminate or void some or all of Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF) in such a manner that it is no longer acceptable to Company, then Company may withdraw from this Agreement by giving City ten days written notice. Any Cost Recovery Factors in effect at the time of Company's withdrawal will remain in effect for their term, and the Agreement will remain in limited effect solely for that purpose, until all such Factors have expired. If the Factors can no longer be charged in full, then City shall on a monthly basis reimburse the Company for the shortfall between the amounts that would have been recovered absent the modification or elimination of the Underground Facilities Cost Recovery Factor Rider and the amounts actually recovered pursuant to the Rider. For each calendar month, the Company shall determine the shortfall and invoice the City for that amount by the 15th of the following month, and City shall pay such invoice by the last day of that month.

6. REPAIR, UPGRADE, AND REPLACEMENT OF REQUESTED UNDERGROUND FACILITIES.

- A. Minor repairs to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being repaired, with such cost to be borne by Company.
- B. Company upgrades to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being upgraded, with such cost to be borne by Company.
- C. If the underground facilities installed pursuant to this Agreement are relocated at the request or requirement of City or any other federal, state, or local governmental entity, then the relocated facilities shall be installed using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.
- D. Replacement of underground facilities installed pursuant to this Agreement, not made as part of repairs or facility upgrades under Subparagraphs A and B of this Paragraph, shall be done using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.

7. MISCELLANEOUS PROVISIONS.

- A. The Parties agree that the rights, duties, benefits, and obligations set forth in this Agreement are binding upon their successors in interest.
- B. Each person executing this Agreement represents that he or she is authorized to sign this Agreement on behalf of the party represented.

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

6.3 Agreements and Forms

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 3 of 3

Revision: Original

- C. The Parties expressly acknowledge and agree that oral and written statements made by either Party or its representatives during the course of the negotiations that led to this Agreement cannot be used or portrayed as an admission or concession of any sort and shall not be admissible as evidence in any proceeding in any forum.

Executed on this the _____ day of _____, _____, by the Parties hereto, by and through their undersigned duly authorized representatives.

Oncor Electric Delivery Company

City of Irving

By: _____ By: _____

Its: _____ Its: _____

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

6.3 Agreements and Forms

Applicable: As Listed in Section 6.4
Effective Date: As Listed in Section 6.4

Sheet: 16
Page 1 of 3
Revision: Original

6.3.16 Agreement for Underground Facilities and Cost Recovery

This Agreement for Underground Facilities and Cost Recovery (“Agreement”) is made and entered into between Oncor Electric Delivery Company LLC (“Company”) and the City of Sulphur Springs (“City”), hereinafter referred to as “Parties.” The Parties, through their undersigned representatives, hereby agree to the following:

1. UNDERGROUND FACILITIES COST RECOVERY FACTOR RIDER. This Agreement is made pursuant to the Underground Facilities Cost Recovery Factor Rider, Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF), but shall constitute a separate and binding agreement irrespective of whether the UFCRF is modified or eliminated while this Agreement is in effect.

2. DESCRIPTION OF UNDERGROUNDING PROJECT. This Agreement covers the Project, as described below:

Convert Oncor’s Existing Overhead Facilities to Underground along the 200 Block of Main Street and Alley

3. FINAL ESTIMATE, FINAL RECOVERY PERIOD, AND FINAL COST RECOVERY FACTORS. The following Final Estimate, Final Recovery Period, and Final Cost Recovery Factors were determined pursuant to the provisions of the UFCRF, and City hereby accepts them, as follows:

Final Estimate: **\$50,863**
Final Recovery Period: **12 months**
Final Cost Recovery Factors:

RATE CLASS	ALLOCATED AMOUNT (\$)	NUMBER OF CUSTOMERS	FINAL COST RECOVERY FACTOR (\$/CUSTOMER)
Residential	\$16,895	6,204	\$0.23
Secondary Service Less Than or Equal to 10 KW	\$1,027	729	\$0.12
Secondary Service Greater Than 10 KW	\$30,530	703	\$3.62
Primary Service Less Than or Equal to 10 KW	\$0	0	N/A
Primary Service Greater Than 10 KW	\$2,060	1	\$171.67
Transmission Service	\$0	0	N/A
Lighting Service	\$351	464	\$0.06

Except as explicitly set out herein, the Final Estimate and Final Cost Recovery Factors are final and binding on the Parties for all purposes, and are not subject to modification, re-examination, true-up, reconciliation, or any other review as to prudence, reasonableness, or in comparison to the actual costs of the project. Notwithstanding the above sentence, if City takes any action, by ordinance, rule, or otherwise, that results in increased costs to the undergrounding project, then Company may, at its sole option, unilaterally increase the Final Estimate by the increase in cost resulting from the City’s action, and

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

6.3 Agreements and Forms

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 2 of 3

Revision: Original

may unilaterally increase the Final Cost Recovery Factors so as to fully recover the additional cost by the end of the Final Recovery Period. For purposes of increasing the Final Estimate and Final Cost Recovery Factors, Company shall have the sole right to determine the cost increase resulting from City's action(s).

4. CANCELLATION OF PROJECT. City may cancel an undergrounding project at any time prior to the point construction begins on the project. If canceled, City shall reimburse Company for all costs incurred up to the cancellation date, including any additional costs incurred by Company thereafter as a result of the cancellation, within 15 days of receipt of an invoice from the Company. Company may, at its option, send more than one invoice in order to more timely recover its costs.

5. MODIFICATION OF RATE SCHEDULE 6.1.1.16 – RIDER UNDERGROUND FACILITIES COST RECOVERY FACTOR (UFCRF). Should City, any other regulatory authority, or any court modify, eliminate or void some or all of Rate Schedule 6.1.1.16 – Rider Underground Facilities Cost Recovery Factor (UFCRF) in such a manner that it is no longer acceptable to Company, then Company may withdraw from this Agreement by giving City ten days written notice. Any Cost Recovery Factors in effect at the time of Company's withdrawal will remain in effect for their term, and the Agreement will remain in limited effect solely for that purpose, until all such Factors have expired. If the Factors can no longer be charged in full, then City shall on a monthly basis reimburse the Company for the shortfall between the amounts that would have been recovered absent the modification or elimination of the Underground Facilities Cost Recovery Factor Rider and the amounts actually recovered pursuant to the Rider. For each calendar month, the Company shall determine the shortfall and invoice the City for that amount by the 15th of the following month, and City shall pay such invoice by the last day of that month.

6. REPAIR, UPGRADE, AND REPLACEMENT OF REQUESTED UNDERGROUND FACILITIES.

- A. Minor repairs to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being repaired, with such cost to be borne by Company.
- B. Company upgrades to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being upgraded, with such cost to be borne by Company.
- C. If the underground facilities installed pursuant to this Agreement are relocated at the request or requirement of City or any other federal, state, or local governmental entity, then the relocated facilities shall be installed using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.
- D. Replacement of underground facilities installed pursuant to this Agreement, not made as part of repairs or facility upgrades under Subparagraphs A and B of this Paragraph, shall be done using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.

7. MISCELLANEOUS PROVISIONS.

- A. The Parties agree that the rights, duties, benefits, and obligations set forth in this Agreement are binding upon their successors in interest.
- B. Each person executing this Agreement represents that he or she is authorized to sign this Agreement on behalf of the party represented.

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

6.3 Agreements and Forms

Applicable: As Listed in Section 6.4

Effective Date: As Listed in Section 6.4

Sheet: 16

Page 3 of 3

Revision: Original

- C. The Parties expressly acknowledge and agree that oral and written statements made by either Party or its representatives during the course of the negotiations that led to this Agreement cannot be used or portrayed as an admission or concession of any sort and shall not be admissible as evidence in any proceeding in any forum.

Executed on this the _____ day of _____, _____, by the Parties hereto, by and through their undersigned duly authorized representatives.

Oncor Electric Delivery Company LLC

City of _____

By: _____

By: _____

Its: _____

Its: _____

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

Appendix A
Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 1 of 3
Revision: Original

APPENDIX A

**AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING
TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY
(DELIVERY SERVICE AGREEMENT)**

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

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

Appendix A

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 2 of 3
Revision: Original

Email Address: _____

Billing Address (both electronic and postal): _____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

____ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

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

Appendix A

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 3 of 3
Revision: Original

____ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

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

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____