

ENERGY TEXAS, INC.

Electric Service

SCHEDULE AFC

Sheet No.: 47

Effective Date: 1-28-09

Revision No.: 11

Supersedes: AFC Effective 9-1-00

Schedule Consists of: One Sheet

ADDITIONAL FACILITIES CHARGE RIDER**I. DESCRIPTION**

When the Customer requests and Company installs facilities other than those normally furnished for like levels of service to similar customers ("Additional Facilities"), the Customer will enter into an Additional Facilities Agreement ("Agreement") with the Company and pay to the Company a net monthly charge based on the investment by Company in such Additional Facilities ("Facilities") and the monthly percentages from either Option A or Option B below, as appropriate. At the execution of each Agreement, the Customer will have a one-time election to select either Option A or Option B for the definition of the monthly rate associated with Company's investment in the Facilities. Any subsequent capital additions, replacements, or modifications of the Facilities will be treated as described in Option A and Option B below.

II. OPTION A

Customers that select Option A for the Facilities must pay a net monthly Facilities Charge ("FC") of one and forty-nine hundredths percent (1.49%) per month of the installed cost of all Facilities included in the Agreement. Subsequent capital modifications or additions to such Facilities will be subject to the above rate as applied to the cost of the additions or modifications. Subsequent replacement of a Facilities component will be subject to the above rate, as applied to the excess of the cost of replacement over the original installed cost of the replaced Facilities.

III. OPTION B

Customers that select Option B for Additional Facilities must define in the Agreement the number of years (the "Recovery Term") that will define the appropriate monthly rates to be applied to the Company's investment. The Recovery Term cannot be longer than 10 years. The following table specifies the monthly percentages for application during the selected Recovery Term and any years following the Recovery Term. These percentages will apply monthly to the installed cost of all Facilities included in the Agreement.

<u>Selected Recovery Term (Years)</u>	<u>Monthly % During Recovery Term</u>	<u>Monthly % Post-Recovery Term</u>
1	9.899%	0.453%
2	5.468%	0.453%
3	3.996%	0.453%
4	3.265%	0.453%
5	2.830%	0.453%
6	2.543%	0.453%
7	2.340%	0.453%
8	2.191%	0.453%
9	2.076%	0.453%
10	1.986%	0.453%

Subsequent modifications and additions to Facilities covered by an Agreement shall be subject to a new Option B Agreement covering the installed cost of such Facilities, wherein Customer must select a Recovery Term that will define the appropriate monthly rate for application to such installed cost.

Subsequent replacement of a Facilities component shall be subject to a new Agreement covering the installed cost of such replaced component and the customer may select either Option A or Option B for the replacement. If the Agreement covering the replaced item remains in effect because there was not a total replacement of the Facilities covered by the Agreement, the installed costs covered by such Agreement shall be reduced by the original cost of the replaced component. If the replacement occurs prior to the end of the Recovery Term for the replaced component, the replacement installed cost shall be reduced by the salvage value of the replaced component, if any.

IV TERM OF AGREEMENT

Where the Customer has elected Option A, the term shall be from the Effective Date until the greater of (a) a period of ten (10) years, or (b) the period during which Customer receives electric service from Company. Where the Customer has elected Option B, the term shall be from the Effective Date until the greater of (a) the end of the Customer's elected Recovery Period, or (b) the period during which Customer receives electric service from Company. The "Original Term" of the Agreement shall be the 10-year period if Customer elects Option A, or the Recovery Period if Customer elects Option B. The "Secondary Term" shall be the period following the Original Term during which the Customer receives electric service from Company, irrespective of whether the Agreement for Electric Service has expired or is terminated.

Subject to Company's right to discontinue service in accordance with the terms herein and Company's right to remove the Additional Facilities pursuant to Section V herein, the Agreement can be terminated by the mutual written agreement of both parties or, once the Original Term has been fulfilled, by the written notification of the party wishing to terminate to the other party one (1) year in advance of the desired termination date, whether such termination notice occurs in the Original Term or the Secondary Term.

V. REMOVAL CHARGES

If the Customer terminates the AFC Agreement prior to the conclusion of the Original Term or fails to make payments in accordance with the terms of the Agreement, the Company reserves the right to remove the Facilities at Customer's expense.

If the Customer terminates the Agreement in accordance with its terms at the conclusion of the Original Term, and requests in writing the removal of the Facilities, Customer shall pay to Company the total estimated cost of removing the Facilities.

If the Customer terminates the Agreement in accordance with its terms at the conclusion of the Original Term and Company unilaterally elects to remove the Additional Facilities, Company, at its option, shall bear all costs associated with the removal of the Additional Facilities. Company may exercise its right to remove the Additional Facilities at Customer's expense at any time after the Agreement is terminated.

VI. PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5% of the first \$50.00 and 2% of any additional amount of such monthly bill above \$50.00. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the state of Texas, Company shall not assess a fee, penalty, interest or other charge to the state for delinquent payment of a bill.