

ENERGY TEXAS, INC.

Electric Service

SCHEDULE IS

Sheet No.: 28

Effective Date: 1-28-09

Revision: 6

Supersedes: IS Effective 12-18-98

Schedule Consists of: Three Sheets

EXPERIMENTAL RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR INTERRUPTIBLE SERVICE

(AVAILABLE ONLY TO CONTRACTED INTERRUPTIBLE LOAD LEVELS OF EXISTING INTERRUPTIBLE CUSTOMERS AS OF THE EFFECTIVE DATE OF THIS RATE)

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to LIPS and LIPS-TOD Customers who contract for not less than 2,500 kW of Firm Contract Power and who contract for not less than 2,000 kW of Interruptible Contract Power.

II. AVAILABILITY

At the sole discretion of Company, the availability of total Interruptible Service supplied by the Company under all Interruptible Service Riders may be limited to an amount equal to 5% of the projected aggregate Company peak demand. The Company reserves the right to refuse service under Section III (A) of this rider if, in the opinion of the Company, such service could cause damage to property or persons or adversely affect the public health, safety and welfare. Interruptible loads may be served by Customer's auxiliary sources during times of interruption by Company, but must be returned to Company service as soon as practical after such service is restored. Service under this Rider is available for three (3) years from effective date.

III. BILLING AMOUNTS

All service rendered through the meter shall be billed as Billing Load at the rates established in the applicable rate schedule, with the exception that the minimum Billing Load shall be the Customer's Firm Contract Power, plus 20% of Customer's Interruptible Contract Power under (A), and/or (B) below as defined in Sections VI A and VI B below. The minimum billing load (20% of Contract Power) for the Customer's Interruptible load will be applied to the amount of load contracted for under each of the three options stated below.

The Interruptible Credit shall be applied to the Interruptible Power Billing Load which is the difference between the maximum demand registered on the meter during the billing period and the amount of Firm Contract Power, subject to the minimum provision as stated above. Such Firm Contract Power is subject to the off-peak provision included in Section V of the applicable rate schedule. If at any time the maximum demand in a month exceeds Total Contract Power, which shall be the sum of Firm Contract Power and Interruptible Contract Power, the increment shall serve to increase Firm Contract Power.

Interruptible Credit and Notice Requirement:

- (A) No notice requirement: \$4.88 credit per billing kW per month for all interruptible power as determined above.

- (B) Five (5) minute notice requirement: \$3.75 credit per billing kW per month for all interruptible power as determined above.

The total amount of Interruptible Contract Power (as defined in Section VI A) must be designated as subject to (A) and/or (B) above. In any billing month when the Interruptible Billing Load is less than the Interruptible Contract Power the amount of Interruptible Credit will be calculated as follows, subject to minimum requirements in Section III:

- (1) 5-minute notice requirement - Section III (B)
- (2) no notice requirement - Section III (A)

Energy Charges, fixed fuel factors, minimum charges, and delivery voltage credits are unchanged from the applicable rate schedule. Delivery voltage credits shall be applied to the total Billing Load.

IV. **NON-COMPLIANCE**

If at any time during the calendar year Company calls for an interruption and Customer fails to interrupt all load in excess of firm load for the entire period of interruption and within the time specified in Section III (B) following request by Company, the following penalty charge will be added to the Customer's bill for each occurrence:

Penalty Rate:

- A. An amount equal to the Interruptible Credit for the billing month, plus
- B. All kilowatts of Excess Demand (as defined in Section VI D below) times four (4) times the kW charge in Section II A of the applicable rate schedule.

Effective with the billing month following the second non-compliance by Customers (as described in B above), the total service contracted for under this rider will be transferred to and billed under the applicable rate schedule for at least the next 12 months. Customer may only return to this rider if the Company agrees that there is interruptible load that may be contracted for pursuant to Section II of this rider.

If Customer failed, in whole or part, to comply with any Company requested interruptions, the duration of such period of interruption shall not be considered an interruption for purposes of this rider. Instances where Company requests interruptible loads be kept off beyond the 10-hour daily limit, as in System emergencies, shall not be counted toward the Annual Interrupted Hours.

ENERGY TEXAS, INC.

Electric Service

SCHEDULE IS (Cont.)

Sheet No.: 29

Effective Date: 1-28-09

Revision: 6

Supersedes: IS Effective 12-18-98

Schedule Consists of: Three Sheets

**EXPERIMENTAL RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR
INTERRUPTIBLE SERVICE**

(AVAILABLE ONLY TO CONTRACTED INTERRUPTIBLE LOAD LEVELS OF EXISTING
INTERRUPTIBLE CUSTOMERS AS OF THE EFFECTIVE DATE OF THIS RATE)

V. INTERRUPTIONS

Interruptions shall be requested by Company at the discretion of the Company as the Company deems necessary for any reason including, but not limited to, maintaining service to firm loads, avoiding establishment of a new system peak, maintaining service integrity in the area or other situations when reduction in load on the Company's system is required. To the extent possible interruptible loads will be interrupted before any curtailment of firm loads is requested or required. For loads requiring 5-minute notice, Customer is responsible for interrupting loads. For loads requiring no notice, interruptions will be made by Company via electronic data transmission equipment from Customer's location to the Company's system operator.

Normally, the required notice, if any, will be given to Customers before load must be interrupted. Longer or shorter notice will be given at Company's option at the time of notice. Service may be restored immediately upon notification by Company.

For loads requiring 5-minute notice, interruptions will be limited to no more than ten (10) hours per day (midnight to midnight) and to no more than two (2) interruptions per day. Interruptions will also be limited to a maximum of fifty (50) hours in a single week (12:01 a.m. Monday to 12:00 p.m. Sunday). Annual Interrupted Hours shall not exceed 600 hours in any calendar year. For loads requiring no notice, the hours of interruption are unlimited. Periods when the Interruptible Service is interrupted due to general system curtailment shall not be counted when Annual Interrupted Hours are determined.

VI. DEFINITIONS

- A. Interruptible Contract Power - The maximum amount of Kilowatts (kW) Customer has designated as subject to interruptions. This amount of Kilowatts is subject to interruptions in both on-peak and off-peak periods.
- B. Firm Contract Power - the amount of Kilowatts (kW) Customer intends to exclude from interruptions as defined herein. Nothing herein excludes such loads from the normal operating outages inherent to an electrical power system, nor from outages due to a System emergency. Firm Contract Power will be the amount of Kilowatts (kW) contracted for under this rider schedule or subsequently established per Section III above.
- C. Total Contract Power - the sum of Interruptible Contract Power and Firm Contract Power, as defined above.
- D. Excess Demand - the amount of Kilowatt (kW) demand occurring during a Period of Interruption which is in excess of Firm Contract Power, in either on-peak or off-peak periods.

- E. Period of Interruption - that span of time during which Customer's interruptible loads shall not be served by the Company. This shall begin at the time designated by Company to shed interruptible loads and shall terminate when Company notifies Customer the Period of Interruption is over.
- F. Annual Interrupted Hours - the total number of hours Company has interrupted service during the calendar year.

VII. **CONTRACTS**

- A. A Contract is required for this rider.
- B. Term of Contract:
 - 1. Within the first two years of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power upon ninety (90) days written notice to Company, subject to the availability of new firm power service.
 - 2. After two years (twenty-four consecutive months) of service under this rider, Customer may elect to have all, or portions of, his Interruptible Contract Power converted to Firm Contract Power, upon three (3) years written notice to Company, subject to the availability of new firm power service.
 - 3. Upon conversion of loads under (1) or (2) above, or upon termination of Interruptible Service under this rider, Customer may not increase his remaining Interruptible Contract Power, or initiate new service under this rider, for a period of twelve (12) months following such conversion or termination, and then only subject to the availability of new Interruptible Service.
 - 4. Any additions of Interruptible Contract Power will be considered increases to existing loads, rather than new blocks requiring separate contracts, and will be subject to the same conditions outlined in (1), (2), or (3) above that are then relevant to the existing service.

VIII. **METERING**

- A. All interruptible service will be served through the total service meter. Company may require telemetering of the Customer's loads to the Company's system operator.
- B. Costs of telemetering facilities, including rental or investment costs of communications circuits, may be included in the Facilities Charge, or Customer may elect to pay a lump sum to offset the additional investment by Company.

ENTERGY TEXAS, INC.

Electric Service

SCHEDULE IS (Cont.)

Sheet No.: 30

Effective Date: 1-28-09

Revision: 6

Supersedes: IS Effective 12-18-98

Schedule Consists of: Three Sheets

**EXPERIMENTAL RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR
INTERRUPTIBLE SERVICE**

(AVAILABLE ONLY TO CONTRACTED INTERRUPTIBLE LOAD LEVELS OF EXISTING
INTERRUPTIBLE CUSTOMERS AS OF THE EFFECTIVE DATE OF THIS RATE)

In the case of Facilities Charges, such charges will continue beyond the date of termination or conversion of Interruptible loads (as discussed in Section VII) until the Company's investment has been recovered. A separate contract for such Facilities Charges may be required.

IX. CONDITIONS OF SERVICE

Customers contracting for service under Section III (A) of this Schedule will provide, at Customer's expense, Company specified electronic data transmission equipment from Customer's location to the Company's system operator. Specifications for electronic data equipment are available from Company upon request.

X. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Customer as an Auxiliary or Standby Service. Customer shall not resell nor share any energy purchased under this rate.