

ENERGY TEXAS, INC.

Electric Service

SCHEDULE UMS

Sheet No.: 8

Effective Date: 1-28-09

Revision: 15

Supersedes: UMS Effective 3-1-99

Schedule Consists of: One Sheet

UNMETERED SERVICES**I. APPLICABILITY**

This rate is applicable under the regular terms and conditions of the Company to Customers who contract with Company for unmetered electric service for billboards, unmetered telephone services, telephone booths, railroad signals, cathodic units, traffic cameras, WiFi equipment, community antenna systems utilizing pole mounted power supplies, amplifiers and related incidental equipment, hereinafter referred to as equipment, or other such equipment to which the Company, in its sole discretion, deems this schedule applicable. Each point of service will be billed separately.

II. NET MONTHLY BILL

A. Customer Charge \$6.95 per month

B. Energy Charge

All kWh used: \$0.05484 per kWh*

*Plus the Fixed Fuel Factor per Schedule FF and all applicable riders.

C. Minimum Charge

Minimum monthly charge will be the Customer Charge.

III. DETERMINATION OF ENERGY REQUIREMENT

A. Initial Inventory

Customer must enter into a contract for service under this Schedule UMS. Attachment A to such contract shall be a Customer provided, written inventory of all equipment at each point of service requested, including the type and nameplate rating for each piece of equipment. The billing energy for each point of service will be determined by the Company's estimation of the kWh usage based on the type, rating, and quantity of the equipment from the inventory provided by Customer.

B. Updating Inventory

Customer will update its inventory by informing the Company in writing of changes in type, rating and/or quantity of equipment as such changes occur, and billings will be adjusted accordingly. Upon Company's request, but no later than the anniversary date on which Customer first takes service under this Rider, Customer shall provide an updated inventory of all equipment at each point of service.

C. Test Metering

Company may, at its discretion, test meter the load of various types and ratings of Customer's equipment to the extent necessary to verify the estimated kWh usage used for billing purposes and, where dictated by such test metering, Company will make prospective adjustments in estimated usage for subsequent billing purposes; however, Company shall be under no obligation to test meter the load of Customer's equipment and Company's decision not to test meter the load of Customer's equipment shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.

D. Inspection

Company shall endeavor to inspect the equipment at each point of service annually as close to the anniversary date of the contract as is practical, and make prospective adjustments in billing as indicated by such inspections; however, Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. Company's decision not to conduct such inspections shall not release Customer from the obligations to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.

E. Billing for Service

As this service is unmetered, Customer agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the installations of Customer's equipment were electrically operable during the period in question and regardless of the cause of such equipment's failure to operate.

IV. **AMOUNT DUE AND 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, including all adjustments under the rate schedule and applicable riders, 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.