

ENTERGY TEXAS, INC.

Electric Service

SCHEDULE IS

Sheet No.: 28

Effective Date: 12-3-2022 (implemented 6-2-2023)

Revision: 11

Supersedes: IS Effective 10-17-18

Schedule Consists of: Three Sheets

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

I. APPLICABILITY

This rider is applicable under the regular terms and conditions of the Company to existing interruptible load as of the effective date of this schedule and to new load from existing or new 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. This Schedule Interruptible Service is not available to customer accounts taking service under the Standby and Maintenance Service Schedule.

II. AVAILABILITY

The availability of total Interruptible Service supplied by the Company under all Interruptible Service Riders will be limited to an amount equal to 5.3% of the projected Retail 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. Company reserves the right to decline service under this rider to Customers defined as or which have been identified as critical loads, including critical natural gas and water facilities, by the Public Utility Commission of Texas (PUCT), the Railroad Commission of Texas (RRC), the Texas Water Code (TWC) or any other regulatory or governmental entity or statute or Company approved Customer request, for the purpose of prioritization within the Company's load shed and/or load restoration processes. 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.

This schedule is available only to customers who are registered by the Company each MISO Planning Period and who qualify for, and are accepted as a Midcontinent Independent System Operator, Inc. (MISO) Load Modifying Resource (LMR) as defined in MISO's currently effective FERC tariff and as described in the associated MISO Business Practice Manuals. Customer must provide Company with all necessary assistance, information, data and documentation required for such annual registration including, but not limited to, 1) MISO-required documentation indicating Customer's capability to reduce demand to firm service level within the prescribed time limit when instructed to do so, 2) confirmation that Customer has the capability to be interrupted at least five times during the MISO Planning Period and 3) confirmation that Customer has the ability and is willing to sustain such an interruption to firm service level for a minimum of four consecutive hours.

The Company may terminate Customer's participation in this rider schedule if MISO precludes the Customer from participating as an LMR for failure to reduce load or failure to pay penalties as described in this schedule. The Company may terminate Customer's participation in this rider schedule if Customer fails to qualify as a LMR after providing written notice and a reasonable opportunity for Customer to requalify following a decision by MISO rejecting the registration of Customer's load. Service under this rider schedule cannot be terminated if the failure to qualify as a LMR is due to the Company's failure to collect the required information and submit the registration in a timely manner.

For existing Customers served on this rider who do not qualify for registration as LMRs but who have been registered by the Company as Load Management Measures (LMMs), such Customers will be subject to the credits in Section III, Billing Amounts. When requested to interrupt by the Company, these LMM Customers will be subject to Penalty Rates A. and D. as described in Section IV, Non-Compliance.

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 MISO Planning Period, Company directs the Customer to interrupt load 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 Customer will not receive the Interruptible credit for the billing month and Customer will be assessed the following penalties:

Penalty Rates:

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**RIDER TO SCHEDULES LIPS, AND LIPS-TOD, FOR
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- A. The amount of the specified demand reduction not achieved times the MISO defined Locational Marginal Price (LMP), plus
- B. Any Revenue Sufficiency Guarantee (RSG) charges imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff , plus
- C. Any other penalties or fees imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff for failure to reduce load as directed by MISO, plus
- D. \$500 to recover the Company's administrative costs for determination and payment of each penalty occurrence.

In the event that Customer fails to interrupt as instructed, Customer will be required to provide documentation for the specific circumstances that would justify exemption from such penalties. If MISO determines that failure to interrupt was justified for an LMR, Customer will not be penalized. If the Company determines that failure to interrupt was justified for an LMM, Customer will not be penalized.

Effective with the billing month following the second non-compliance by Customers, 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 and at the discretion of the Company in consideration of I. Applicability of this IS Schedule.

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.

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 Customer 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 MISO Planning 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. Customer may modify its Firm Contract Demand in accordance with the currently effective MISO FERC tariff as described in associated MISO Business Practice Manuals. Such modification must remain consistent with the Customer's existing contracts with the Company for firm and interruptible capacity limitations.
- 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. MISO Planning Period: the period of time for which prices determined by each MISO PRA apply, which may be the MISO Planning Year or a shorter, seasonal period as determined by the MISO FERC Tariff and applicable MISO Business Practice Manual requirements.
- G. MISO Planning Year – The period of time from June 1st of one year to May 31st of the following year that is used for developing MISO Resource Plans.
- H. Annual Interrupted Hours - the total number of hours Company has interrupted service during the current MISO Planning Year.
- I. PRA – Planning Resource Auction.

VII. CONTRACTS

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**RIDER TO SCHEDULES LIPS AND LIPS-TOD FOR
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- 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. If the election occurs during the first year of service under this schedule, the Customer shall return all monthly credits provided by this tariff until the date that the interruptible service is converted to firm 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.

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

(Continued on reverse side)

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.