

ENTERGY TEXAS, INC.

Electric Service

RIDER LVRO

Sheet No.: 148

Effective Date: 1-2-24

Revision: 2

Supersedes: 1-3-23

Schedule Consists of: Two Sheets Plus
Attachment A

LARGE VOLUME RENEWABLE OPTION RIDER

I. AVAILABILITY

This Large Volume Renewable Option Rider (“Rider LVRO”) is a voluntary Rider available to qualifying non-residential customers of Entergy Texas, Inc. (“ETI” or the “Company”) taking service under rate schedules General Service (“GS”), Large General Service (“LGS”), and Large Industrial Power Service (“LIPS”). Eligible customers must take metered service and be in good standing with the Company. Prior to taking service under this tariff, customers must designate a quantity of energy usage to be matched with renewable energy credits (“RECs”) (“LVRO Energy”) that is at least 500,000 kilowatt-hours (“kWh”) per month but shall not exceed the customer’s average monthly energy usage for the previous year.

II. APPLICABILITY

Rider LVRO is for an optional service to customers that voluntarily elect to match a designated amount (of at least 500,000 kWh) of their monthly energy usage (“LVRO Energy”) with RECs. A REC represents the full suite of attributes of one megawatt-hour (“MWh”) of electricity generated and delivered to the electricity grid from a renewable energy source. Service under this Rider provides for the purchase of RECs by ETI and related program costs. The Company will retire all RECs purchased under this Rider on behalf of participating customers. Service under Rider LVRO is in addition to service under other rate schedules that apply to the customer. Service under LVRO does not modify any other applicable rate schedule or provisions for service.

III. TERMS OF SERVICE

A customer who wishes to enroll in Rider LVRO must enter an Agreement for Large Volume Renewable Option Rider (“Agreement”) with the Company, in the form as set forth in Attachment A.

A customer may not enroll if it is a party to a deferred payment agreement, has received two or more final disconnect notices, or has been disconnected for non-payment within the last twelve (12) months. ETI may terminate service under this Rider to a participating customer who becomes delinquent in any amount owed to ETI with 60-day notice of termination.

The initial term of Agreement under Rider LVRO shall be for a one-year period. This term shall automatically be extended for successive periods of one year each until terminated by written notice given by either ETI or the participating customer to the other not less than sixty (60) days prior to the requested date of termination.

If a participating customer terminates service and moves from the Company’s service territory, the customer’s service under Rider LVRO will be cancelled immediately and without additional notice. If a participating customer moves to a new location within ETI’s

(Continued on reverse side)

service area and continues to be eligible for service under Rider LVRO, the customer's service under Rider LVRO will be transferred to such new location unless the customer withdraws from Rider LVRO.

If a participating customer seeks to terminate electric service or withdraw from Rider LVRO prior to the end of the initial one-year term or any successive one-year extensions, the Company reserves the right to assess the customer a fee equal to the cost of RECs obtained by the Company on behalf of the customer for the remainder of the one-year term of the Agreement.

Customers who withdraw from Rider LVRO will not be eligible for service under this tariff until the seventh (7th) billing month following such withdrawal.

The Company reserves the right to deny or suspend service under Rider LVRO, or limit the number of RECs provided to each participating customer, until such time that the Company is able to ensure that a sufficient quantity of RECs is available to meet the customer's desired participation level.

The amount of LVRO Energy may be changed no more than one time in a six-month period. The new LVRO Energy election will be effective two (2) billing cycles after the change is requested.

IV. MONTHLY CHARGE

The Rider LVRO monthly charge will be equal to:

LVRO Energy x Monthly Rate

Where:

1. LVRO Energy = The fixed, monthly amount of kWh contracted by the participating customer; and
2. Monthly Rate = \$0.003108/kWh.

On an annual basis, no later than October 1, ETI will file with the Commission the updated Monthly Rate to be effective with the first billing cycle of the following January billing month. The Monthly Rate is calculated to be the fixed REC price (calculated as the most recent available 12-month average value using the S&P Global Renewable Energy Credit Index for Texas RECs) plus applicable Green-e® certification costs. The updated Monthly Rate will also include a true-up that compares the actual cost of RECs purchased by ETI on behalf of participating customers in Rider LVRO to the revenues collected based on the fixed REC price used to develop the rates charged under Rider LVRO for the most recent preceding twelve (12) months. The resulting over- or under-collection will be incorporated into the subsequent updated Monthly Rate.

ENTERGY TEXAS, INC.
LARGE VOLUME RENEWABLE OPTION RIDER
RIDER LVRO

SAMPLE AGREEMENT FOR LARGE VOLUME RENEWABLE OPTION RIDER

This Agreement for service under the Large Volume Renewable Option Rider ("Rider LVRO") is made and entered on the ___ day of _____, ____ by and between Entergy Texas, Inc. ("Company") and _____ ("Customer").

WHEREAS, Customer desires to enroll voluntarily in Company's Rider LVRO by designating a specific amount of its monthly energy usage of at least 500,000 kWh to be matched with renewable energy credits ("RECs") to be obtained by Company on behalf of Customer;

WHEREAS, Company has reviewed Customer's request and, based upon the information provided by Customer, has approved Customer's participation in Rider LVRO for Customer's facilities located at _____ and served pursuant to Company Account Number _____ ("Customer's Facilities");

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, Customer and Company agree as follows:

I. Term

The initial term of this Agreement under Rider LVRO shall be for a one-year period ("Original Term") commencing on the Effective Date. The Original Term shall automatically be extended for successive periods of one year each (each a "Secondary Term") until terminated by written notice given by either Company or Customer to the other not less than 60 days prior to the requested date of termination. In the event that the Customer seeks to terminate electric service or withdraw from Rider LVRO prior to the end of the Original Term or Secondary Term, the Company reserves the right to assess the Customer an amount equal to the cost of the RECs purchased on behalf of the Customer for the remainder of the applicable Term of the Agreement.

II. Eligibility

Customer agrees to comply with all conditions of service that are required pursuant to Rider LVRO as such may be modified from time to time.

Customer represents that it has provided all necessary documentation for Company to approve its participation in Rider LVRO. Company reserves the right to request additional information from Customer or to review Customer's previously submitted documentation. Company reserves the right to suspend or revoke Customer's participation in Rider LVRO if it determines that Customer does not meet the terms of eligibility. In such event, this Agreement shall be terminated immediately without any need for additional notice by Company to Customer. Customer shall remain responsible for paying an amount equal to the cost of the RECs purchased on behalf of the Customer for the remainder of the applicable Term of the Agreement.

III. Election of Monthly kWh of LVRO Energy under Rider LVRO

In accordance with Rider LVRO, Customer has agreed to contract for _____ monthly kWh of LVRO Energy under Rider LVRO. The amount of LVRO Energy designated by Customer shall be at least 500,000 kWh, but shall not exceed Customer's average monthly energy usage for the previous year. Customer may change its LVRO Energy designation no more frequently than once

in a six-month period. The new LVRO Energy election will be effective two (2) billing cycles after the change is requested.

IV. Monthly Rate

In addition to payment for the provision of electric service by Company to Customer's Facilities under any other applicable rate schedules, Customer agrees to pay for the RECs corresponding to their designated LVRO Energy and related program costs in accordance with Rider LVRO. Service taken in accordance with Rider LVRO shall be subject to Company's Terms and Conditions Applicable to Electric Service. All applicable rate schedules, including but not limited to Rider LVRO and Company's Terms and Conditions Applicable to Electric Service, are subject to change from time to time by the Company.

V. Company's Right to Suspend Service

Company reserves the right to deny or suspend service under Rider LVRO or limit the amount of LVRO Energy designated by Customer, until such time that the Company is able to ensure that a sufficient quantity of RECs are available to meet the amount of LVRO Energy as designated by Customer in Section III herein.

VI. Miscellaneous

This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the Customer shall not assign any of its rights under this Agreement without obtaining the prior written consent of the Company. This Agreement, upon its Effective Date (as defined below), shall supersede all previous contracts between the Company (or its predecessors) and the Customer relative to Rider LVRO. No agreement or representation made by a representative of the Company or Customer, unless reduced to writing or incorporated herein, shall be binding upon either party. All electric service by the Company shall in all respects be subject to the rules, regulations and orders of any and all regulatory authorities having jurisdiction over such service.

VII. Applicable Law

This Agreement shall be governed in accordance with the laws of the State of Texas without reference to the State of Texas principles of conflicts of law.

VIII. Notice

All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Company:

Customer:

Entergy Texas, Inc.

P.O. Box 2951

Beaumont, Texas 77704

Attention: _____

Attention: _____

IX. Effective Date

The Effective Date of this Agreement shall be _____.

Entered into as of the date first written above.

Customer

Company
Entergy Texas, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title