

ENTERGY TEXAS, INC.

Electric Service

EXTENSION POLICY

Sheet No.: 18

Effective Date: Service on and after 10-17-18

Revision: 6

Supersedes: Revision Effective 4-1-14

Schedule Consists of: Three Sheets

ELECTRIC EXTENSION POLICY

This Electric Extension Policy shall apply only to those facilities that Company will construct and maintain in order to provide electric service to its Customer.

I. NEW LOAD OF LESS THAN 2500 KW

For (a) residential Customers with any new and additional load and (b) Customers which, unless otherwise agreed to by Company, are Customers with a Contract Demand of new and additional load ("New Load") of less than 2500 kW, the Company will extend and/or modify its overhead facilities, including infrastructure improvements required to provide electric service to the Customer but excluding Customer-specific substation(s) and System Improvements as defined below ("New Facilities"), necessary to serve new and permanent Customers, or additional load of an existing Customer to Customer's Point of Delivery, as agreed upon by the Company and the Customer, under the following terms:¹

- (A) (1) The Customer will not be required to reimburse the Company for New Facilities when Anticipated Revenues for the first four years of the contract term (if a contract is entered), or for the first four years after electric service associated with the New Load is provided (if no contract is entered) is equal to or exceeds the Company's Projected Investment in New Facilities necessary to serve the New Load. Anticipated Revenues are defined as projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms. Existing and future non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service are not to be included in Anticipated Revenue.
- (2) If a minimum bill is required by Company, the Customer and Company will enter either a minimum bill agreement or an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for New Load at the greater of, as applicable, (a) 1/48th of the Anticipated Revenues for the first four years of the contract term for New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
- (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all Anticipated Revenues have been collected.

¹ Some pre-construction costs may be handled separately based on the scope of the project.

- (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities that is equal to or greater than \$100,000 or the Company elects to apply the true-up option at its sole discretion, the Company will true-up the estimated New Facilities costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount² within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (B) (1) The Customer will be required to reimburse the Company for the cost of New Facilities when the Anticipated Revenues for the first four years of the contract term (if a contract for New Load is entered) or for the first four years after electric service associated with the New Load is provided (if no contract is entered) are less than the Company's Projected Investment in New Facilities necessary to serve the New Load. The Customer will, prior to the start of construction, reimburse the Company for any cost for New Facilities (including all applicable tax gross-up costs) that exceeds the Anticipated Revenues for the first four years of the contract term.
- (2) If a minimum bill is required by the Company, the Customer's monthly minimum bill for the New Load shall be the greater of, as applicable, (a) 1/48th of the Anticipated Revenues for the first four years of the contract term for the New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
 - (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all Anticipated Revenues have been collected. The Company may also require the Customer to provide and maintain financial security, acceptable to the Company, equal to the amount of any cost for New Facilities subject to reimbursement.
 - (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities that is equal to or greater than \$100,000 or the Company elects to apply the true-up option at its sole discretion, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount³ within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
 - (5) The reimbursement obligation for the cost of New Facilities (and the minimum bill, financial security, and true up provisions applicable thereto) shall extend to the entire cost of New Facilities (including all applicable tax gross-up costs) that are no longer revenue justified under Section I Paragraph (A) above due to an increase in the actual or estimated cost of New Facilities and a decrease in the actual or expected Anticipated Revenues, or either of them.

² Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

³ Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

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(C) (1) When the required ratio is not satisfied by original Customers applying for service, but the Project Investment is to be made in a growing area and the Company feels that the development therein will produce a ratio of 4 to 1 or less in three (3) years, such facilities will be built without cost to Customers.

(2) The Company's Projected Investment will include the total investment in the New Facilities including, but not limited to, material costs, labor costs, labor cost adders, costs associated with third party vendors and consultants, costs associated with the procurement of real property rights, costs associated with securing all necessary approvals, taxes, capital suspense charges, overheads and associated tax gross-up charges, less any investment included in the total investment which should be charged to "System Improvements" and less any nonrefundable lump sum payments covered under the Policy on Service to Small Three-phase Loads. System Improvements are defined as those Entergy transmission projects (A) included in (1) Appendix A of MISO's Transmission Expansion Plan, or (2) Target Appendix A of MISO's Transmission Expansion Plan (subject to MISO's timely approval) (said (1) or (2) being referred to as "Entergy System Improvement Projects") and (B) whose construction has commenced or is scheduled to commence within five (5) years of Customer's execution of Company's required document(s) relating to this Policy. However, System Improvements shall not include those Entergy System Improvement Projects to be constructed solely due to Customer's New Load. In the event MISO's Transmission Expansion Plan is no longer applicable to Company, System Improvements shall be defined as those transmission upgrades in Company's five-year transmission plan that are expected to be owned by Company.

II. NEW LOAD EQUAL TO OR GREATER THAN 2500 KW

For large commercial and industrial customers, which, unless otherwise agreed to by Company, are customers with a Contract Demand of at least 2500 kW, the Company will extend and/or modify its overhead facilities, including infrastructure improvements required to provide electric service to the Customer but excluding customer-specific substation(s) and System Improvements as defined above ("New Facilities"), necessary to serve new and permanent customers, or additional load of an existing customer to customer's Point of Delivery (the new and additional load being collectively referred to as "New Load"), as agreed upon by the Company and the Customer, under the following terms:⁴

(A) (1) The Customer will not be required to reimburse the Company for New Facilities when projected Contract Revenues for the first four years of the contract term for New Load is equal to or exceeds the Company's Projected Investment (as defined in Section I) in New Facilities necessary to serve the New Load. Contract Revenues are defined as projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms. Existing and future non-base rate cost recovery mechanisms

⁴ Some pre-construction costs may be handled separately based on the scope of the project.

applicable to the firm rate schedules under which the Customer receives service are not to be included.

- (2) If a minimum bill is required by Company, the Customer and Company will enter an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for New Load at the greater of (a) 1/48th of the Contract Revenues for the first four years of the contract term for New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.
 - (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all projected Contract Revenues have been collected.
 - (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount⁵ within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (B) (1) The Customer will be required to reimburse the Company for the cost of New Facilities when the projected Contract Revenues for the first four years of the contract term for New Load are less than the Company's Projected Investment in New Facilities necessary to serve the New Load. The Customer will, prior to the start of construction, reimburse the Company for any cost for New Facilities (including all applicable tax gross-up costs) that exceeds the projected Contract Revenues for the first four years of the contract term. Construction shall be deemed to start when any equipment for the New Facilities is ordered by the Company.
- (2) If a minimum bill is required by Company, the Customer and Company will enter an Agreement for Electric Service which shall contain provisions for a monthly minimum bill for the New Load at the greater of (a) 1/48th of the Contract Revenues for the first four years of the contract term for the New Load, or (b) the Net Monthly Bill provision of the Customer's firm rate schedule plus base rate cost recovery mechanisms, less the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives service for the New Load, or (c) the contracted monthly minimum bill for the New Load, to include all base rate cost recovery mechanisms, and such other terms as agreed to by the Company and the Customer that provide for an adequate assurance of revenue to pay for the New Facilities. In all cases, the Fixed Fuel Factor per Schedule FF and all non-base rate cost recovery mechanisms applicable to the firm rate schedules for which the Customer receives service shall be applied to the resulting bill.

⁵ Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

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- (3) The Company may require the Customer to provide and maintain financial security, including at the sole discretion of the Company a parental guarantee, in a form that is mutually acceptable to the Customer and the Company, on revenue justified New Facilities until all projected Contract Revenues have been collected. The Company may also require the Customer to provide and maintain financial security, acceptable to the Company, equal to the amount of any cost for New Facilities subject to reimbursement.
- (4) If the Customer's reimbursement obligation is based on an estimate of the cost of New Facilities, the Company will true-up the estimated facility costs to actual costs, and the Company or the Customer, as may be applicable, will pay to the other, the true-up amount⁶ within 60 days of notice to the Customer of the true-up amount (including all applicable tax gross-up costs).
- (5) The reimbursement obligation for the cost of New Facilities (and the minimum bill, financial security, and true up provisions applicable thereto) shall extend to the entire cost of New Facilities (including all applicable tax gross-up costs) that are no longer revenue justified under Section II Paragraph (A) above due to an increase in the actual or estimated cost of New Facilities and a decrease in the actual or expected Contract Revenues, or either of them.
- (6) If the Company is reimbursed more than \$10,000,000 (including all applicable tax gross-up costs) by a Customer per Section II Paragraph (B)(1) above, and more large commercial or industrial customers are served by the New Facilities within a four-year period following Construction as defined in Section II Paragraph (B)(1) above, then the initial Customer that reimbursed the Company shall be entitled to receive a prorated refund of the reimbursement for common facilities (a) when additional large commercial or industrial customers execute an agreement for electric service within the four-year period following Construction as defined in Section II Paragraph (B)(1), and, (b) upon fulfillment of the refund process described in Section II Paragraph (B)(7) below. The Company will collect the full amount identified in Section II Paragraph (B)(1) above from the initial Customer.
- (7) When requested by the initial Customer and after payment from the additional large commercial or industrial customer(s), a refund of reimbursement for common facilities to the initial Customer will be made on a pro-rata share of the amount initially paid by the initial Customer from each additional large commercial or industrial customer to be served by the New Facilities within the four-year period following Construction as defined in Section II Paragraph (B)(1), or until the capacity of the New Facilities is fully utilized, whichever comes first.⁷ The additional large commercial or industrial customer(s) shall be obligated to make a payment to the Company for its pro rata share of New Facilities within 60 days of demand for such payment.

⁶ Customer refund not to exceed the amount of total reimbursement (including all applicable tax gross-up costs) paid by the Customer.

⁷ Customer refund not to exceed the amount collected by Company from additional customer(s).

- (8) When Customer is required to reimburse Company for New Facilities, Company shall provide reasonably detailed information setting forth the cost of the New Facilities as soon as practicable after receiving a request from Customer.