

EL PASO ELECTRIC COMPANY

SCHEDULE NO. GEP
GREEN ENERGY PLUS

APPLICABILITY

This Schedule is applicable for Customers who take service under an authorized rate and who wish to receive all or part of their electricity from Renewable Energy Facility or Facilities located in or that deliver energy to EPE's Balancing Area (BA). Service is provided under a Renewable Energy Contract and is subject to the Conditions of Service described below. Service is delivered at transmission voltage level and may be delivered to a single point of service, or multiple points of service. Retail service requirements in addition to energy and capacity supplied by the Renewable Energy Facilities are provided by EPE under the applicable retail rate or separate contract.

TERRITORY

Texas Service Area

AVAILABILITY

For Customers with a point of delivery at any point on the Company's interconnected system where there is available transmission capacity to deliver capacity and energy from a Renewable Energy Facility interconnected with or delivered to the Company's system.

CONDITIONS OF SERVICE

The following conditions must be met by Customer in order to qualify for this rate schedule:

1. The cumulative electric nameplate capacity provided to Customer under a Renewable Energy Contract(s) may not be less than 25 megawatts. This restriction applies to Customer's facility or facilities that have been operational for longer than 12 months.
2. Customer may aggregate multiple metered delivery points (as established in Customer Agreements) to satisfy the minimum megawatt limit under Condition 1, based on annual peak load. Each Customer Agreement is individually subject to all other conditions of service and all other provisions of this Schedule.
3. The amount of electricity provided in any hour to Customer under a Renewable Energy Contract may not exceed the Customer Agreement's metered kilowatt-hour load in that hour. Any excess energy and capacity will be considered sold to EPE, and EPE will credit the Customer for such excess at EPE's Avoided Cost rates submitted to the PUCT pursuant to PUC Subst. R. 25.242(e), or as otherwise agreed to by EPE and Customer, for the applicable period. All Environmental Attributes, certificates, credits, etc., associated with excess

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energy shall remain with Customer unless otherwise specified in the Renewable Energy Contract.

4. An existing Renewable Energy Contract may provide for one or more increases in the amount of electricity to be provided to Customer under the contract, through expansion of a resource under the contract or by addition of new resources, with notice to EPE as agreed under the contract, even though the amount of electricity to be provided by the increase is less than the minimum amount required under Condition 1.
5. The total cumulative nameplate capacity of all Renewable Energy Facilities contracted by all customers participating pursuant to this tariff may not exceed 1,000 megawatts.
6. Electricity generated by a Renewable Energy Facility and delivered to Customer under a Renewable Energy Contract may not be included in other firm contracts. Contracted energy and capacity from the Renewable Energy Facility may not otherwise be sold by Customer except to EPE. The Renewable Energy Contract will provide for purchase by Customer of capacity, energy, and all associated attributes produced by the Renewable Energy Facility. The Renewable Energy Contract will have terms and/or pricing to allow EPE to sufficiently recover the costs of the Renewable Energy Facility, whether EPE-owned or procured by EPE via a Purchased Power Agreement.
7. To the extent such costs cannot be allocated to the Renewable Energy Facility, Customer will pay the Company for all Incremental Costs associated with the Renewable Energy Facility, including necessary incremental load metering facilities, communication facilities, and administrative costs, if any, associated with the participation in the Green Tariff. A Renewable Energy Contract may provide for electricity to be delivered by EPE to Customer:
 - a. From one Renewable Energy Facility to a Customer's single metered delivery location;
 - b. From multiple Renewable Energy Facilities to a Customer's single metered delivery location;
 - c. From one Renewable Energy Facility to multiple Customers' delivery locations. When electricity is delivered from a Renewable Energy Facility to multiple Customers, the specified percentage of each Renewable Energy Facility shall be contracted with each Customer. Service may be metered and billed separately by EPE for each delivery point under the terms of a separate Customer Agreement; or
 - d. From one or more Renewable Energy Facilities to a Customer's multiple Customer Agreement locations. When electricity is delivered by EPE from one or more Renewable Energy Facilities to a Customer with multiple Customer Agreement locations, a specified percentage of each

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Renewable Energy Facility may be established in each Customer Agreement. Service shall be metered and billed by EPE separately for each delivery location under the terms of a separate Customer Agreement.

- 8. Upon request from Customer, terms and conditions of the Customer Agreement may be added into a Renewable Energy Contract in lieu of Customer and EPE maintaining a separate Customer Agreement.
- 9. Environmental Attributes (EAs), including but not limited to Renewable Energy Certificates (RECs), produced pursuant to a Renewable Energy Contract will be tracked by the Company and retired on behalf of the Customer or transferred to the Customer for retirement with all costs associated with the registration and retirement borne by the Customer. EAs associated with the Renewable Energy Contract may be transferred by EPE upon request to the Customer annually, or at a frequency otherwise agreed to by EPE and Customer in the Renewable Energy Contract.

MONTHLY BILLING

Customer may select billing under the Renewable Energy Contract and Customer Agreement for metered capacity and energy for the Billing Period through either (1) Buy all / Sell All, or (2) Virtual Load Netting.

Buy All / Sell All – All Renewable Energy procured or produced by EPE and purchased by Customer from EPE pursuant to a Renewable Energy Contract is supplied to the EPE grid. Customer is billed monthly pursuant to their applicable retail tariff, including a rate established under Rate 33, Economic Development Rate Rider, based on Metered Demand and Metered Energy and credited under applicable Avoided Cost for the Billing Period for Renewable Capacity and Renewable Energy supplied by the Renewable Energy Facility. EPE will own and operate, or act as counterparty to and administer, applicable Purchased Power Agreement(s), and the Customer and EPE will be the parties under the Renewable Energy Contract.

Virtual Load Netting – All Renewable Energy procured or produced by EPE and bought by Customer from EPE pursuant to a Renewable Energy Contract is supplied to the EPE grid and will be considered to be energy and capacity serving the customer. Any additional energy and capacity consumed by the Customer beyond the amount produced by the Renewable Energy Facility is billed to Customer monthly pursuant to the applicable retail rate specified in the Renewable Energy Contract, including a rate established under Rate 33, Economic Development Rate Rider. EPE will own and operate, or act as counterparty to and administer, applicable Purchased Power Agreement(s), and Customer and EPE will be the counterparties under the Renewable Energy Contract.

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Service under this schedule is subject to the terms of the Customer Agreement between the Customer and EPE which specifies the rates, terms and conditions for Customer retail service requirements not supplied pursuant to the Renewable Energy Contract. The terms and conditions of the applicable retail service tariff approved by the applicable regulatory authority are considered as incorporated within the Customer Agreement.

PROVISION FOR ADDITIONAL CAPACITY

Under Virtual Load Netting, the Customer Agreement will provide for annual payment by Customer for incremental costs associated with additional capacity needed to serve peak demand requirements in excess of Net Contract Power. Additional capacity costs may occur if Net Power exceeds Net Contract Power during peak periods or periods as defined in the Customer Agreement.

ADJUSTMENT FOR LOSSES

Renewable Capacity and Renewable Energy metered at the Renewable Energy Facility are multiplied by EPE's approved demand and energy loss factors as approved by the PUCT for transmission voltage before being incorporated in Monthly Billing.

DEFINITIONS

Avoided Cost: As designated by EPE and incorporated within the Renewable Energy Contract as applicable, the cost of capacity and energy, including fuel, that EPE would pay but for the purchase from Customer, either by generating capacity and energy itself or purchasing capacity and energy from another source, during the Billing Period.

Billing Period: The period of approximately 30 days between successive meter reading dates. There shall be 12 billing periods per year.

Commission or PUCT: The Public Utility Commission of Texas.

Customer: An entity who executes or will execute a Renewable Energy Contract with the Company.

Customer Agreement: Refers to the agreement detailing where the Customer's point(s) of service will be located. A Customer may have more than one point of service.

Environmental Attributes: An aspect, claim, characteristic or benefit, howsoever entitled, associated with the generation of a quantity of energy by a Renewable Energy Facility or Facilities, other than the electric energy produced, and that is capable of being measured, verified or calculated, including any fuel, emissions, air quality or other environmental characteristics, credits, benefits, reductions, offsets and allowances resulting from the purchase, generation or use of energy from such project or the

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avoidance of any emission of any gas, chemical or other substance to the air, soil or water attributable to such energy generation or arising out of any present or future requirements of law. Without limiting the foregoing, Environmental Attributes include the following attributes associated with a particular megawatt hour of generation by a Renewable Energy Facility or Facilities: such project's use of a particular renewable energy source; avoided NOx, SOx, CO2 or other greenhouse gas emissions; avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of requirements of law in order to site and develop the project itself); and such other attributes as may be defined under the Texas law or WREGIS (including Renewable Energy Certificates) or as agreed by the EPE and Customer. Environmental Attributes do not include any energy; facility attributes or other power attributes from a renewable energy project or any production, investment or other tax credits, tax deductions, tax exemptions, or other direct third-party subsidies; filed rates; or feed-in tariffs for generation of electricity by a renewable energy project.

Incremental Costs Associated with the Renewable Energy Facility: The Incremental Costs (IC) associated with a Renewable Energy Facility shall be determined as follows:

For a Renewable Energy Facility owned by EPE, the incremental cost will include depreciation, operations and maintenance expense, and other expenses associated with EPE's ownership of the Renewable Energy Facility such that other customers are sufficiently protected from paying any above market costs associated with the Renewable Energy Facility. Incremental costs may also include a return on EPE's actual investment in the Renewable Generation Facility.

For a Renewable Energy Facility owned by a third party, incremental cost will reflect EPE's actual cost paid to the third party under a Purchased Power Agreement.

IC shall be paid by the customer on the same basis and frequency contained in the PPA or as provided by the Renewable Energy Contract, on a per kWh, per kW, monthly, annual, or other basis, as agreed between EPE and the Customer in the Renewable Energy Contract.

Metered Energy: The electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point(s) of delivery.

Metered Demand: The kW as shown by or computed from the readings of the meter located at the Company's point of delivery, for the 15-minute period of the Customer's greatest use during the Billing Period or applicable pricing period pursuant to Customers retail tariff rate.

Metered Electric Service: All Metered Demand and Metered Energy delivered by the Company to the Customer's metered delivery location as established through the Customer Agreement.

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Net Contract Power: The specified Power in kW of that the Customer contracts with the Company to supply in excess of that supplied under the Renewable Energy Contract and which the Company agrees to have available for delivery to the Customer. The Net Contract Power is established in the Customer Agreement between the Customer and the Company.

Net Power: The kW of Net Power supplied by the Company to the Customer. The kW of Net Power for the Billing Period shall be the kW for the 15-minute period of the Customer's greatest use of Power during the Billing Period or time period defined for pricing purposes, adjusted for power factor as specified, determined to the nearest kW. For each 15-minute period, Net Power shall equal the Metered Demand minus the Renewable Power but shall not be less than zero.

Power: The rate in kilowatts at which electric energy is generated, transferred or used. Power measurements are calculated based on the average (integrated) usage over consecutive 15-minute periods of time. Power measurements may be based on any one such 15-minute period in a Billing Period, on the period of greatest use during the Billing Period, or on the period of greatest use during each day, adjusted for power factor as specified, determined to the nearest kW.

Renewable Contract Power: The specified Power in kilowatts the Customer contracts to be supplied by the Renewable Energy Facility(ies) and delivered by EPE to the delivery point associated with the Customer Agreement. The Renewable Contract Power shall be established by agreement between the Customer and the Company. The level of Renewable Contract Power shall not exceed the total output capacity of the Renewable Energy Facility or facilities.

Renewable Energy: Metered electric energy in kWh generated by the Renewable Energy Facility, adjusted for losses.

Renewable Energy Certificates: Any market-based instrument or credits, including all renewable energy credits as defined by 16 Tex. Admin. Code § 25.173(c)(13), Western Renewable Energy Generation Information System (WREGIS) certificates, credit certificates, green tags or similar environmental or green energy attributes created by a governmental authority and/or independent certification board or group generally recognized in the electric power generation industry, and generated by or associated with a Renewable Energy Facility or electricity produced therefrom, that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a Renewable Energy Facility.

Renewable Energy Contract: An agreement in which EPE agrees to source power from a renewable energy project and sell that power directly to the Customer along with the Environmental Attributes associated with the renewable energy purchase. The contract

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outlines the amount of energy the Customer agrees to purchase, the price the Customer agrees to pay, and the price of excess energy that the Customer agrees to sell back to EPE.

Renewable Energy Facility: A generation facility that derives its energy from a renewable energy technology defined in Texas Utilities Code § 39.904(d). A Renewable Energy Facility may be owned by EPE or owned by a third-party other than the Customer.

Renewable Power: Metered Power in kilowatts generated by the Renewable Energy Facility, adjusted for losses.

FIXED FUEL FACTOR

This rate schedule is not subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule may be subject to proration adjustments.