

## APPENDIX A

### AGREEMENT BETWEEN LP&L AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF ACCESS BY THE COMPETITIVE RETAILER TO THE DELIVERY SYSTEM OF LP&L TO PROVIDE ELECTRIC POWER AND ENERGY TO COMPETITIVE RETAILER'S RETAIL CUSTOMERS (ACCESS AGREEMENT)

LP&L and Competitive Retailer hereby agree that their relationship regarding Access by Competitive Retailer to provide Electric Power and Energy to a Retail Customer will be governed by the terms and conditions that are set forth in LP&L Access Tariff approved, except for Chapters 2 and 5, by the Public Utility Commission of Texas (Commission). A copy of this Access Tariff may be obtained by contacting the Central Records Department of the Commission.

1. Notices, bills, or payments required in LP&L's Access Tariff will be delivered to the following addresses:

#### FOR LP&L

Legal Name: City of Lubbock, acting by and through, Lubbock Power & Light

Mailing Address: P.O. Box 10541 Lubbock, TX 79408

Phone Number: 866-949-5862 \_\_\_\_\_

Fax Number: \_\_\_\_\_ N/A \_\_\_\_\_

Email Address: marketops@mylubbock.us

Payment Address (both electronic and postal): lplaccounting@mylubbock.us | P.O. Box 10541 Lubbock, TX 79408

LP&L may change such contact information on written notice to Competitive Retailer.

#### FOR COMPETITIVE RETAILER

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Billing Address (both electronic and postal): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PUC Certificate Number: \_\_\_\_\_

Competitive Retailer may change contact information on written notice to LP&L.

Notices for late payments must be submitted to the following address for Competitive Retailer:

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

## II. DESIGNATION OF ENTITY PERFORMING BILLING

IF A SINGLE CONSOLIDATED BILL WILL BE PROVIDED, IT WILL BE PROVIDED BY:

\_\_\_\_\_ UTILITY or

\_\_\_\_\_ UTILITY REPRESENTATIVE or

\_\_\_\_\_ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

IF A SINGLE CONSOLIDATED BILL WILL NOT BE PROVIDED, CHARGES FOR TRANSMISSION AND DISTRIBUTION CHARGES WILL BE BILLED BY:

\_\_\_\_\_ UTILITY or

\_\_\_\_\_ UTILITY REPRESENTATIVE or

\_\_\_\_\_ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

## III. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

Unless otherwise agreed to by Competitive Retailer and LP&L, Competitive Retailer will direct Retail Customers to call or contact LP&L to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by LP&L for purposes of such reporting:

806-775-2509

Alternatively, and only with the mutual consent of Competitive Retailer and LP&L, one of the following options can be selected. \*If one of these options is selected, please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma access tariff section 4.10(A).***

\_\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to LP&L.

\_\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

\_\_\_\_\_ Competitive Retailer will direct Retail Customers to call LP&L to report outages, interruptions, and irregularities at the following toll-free number:

806-775-2509

#### IV. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

Unless otherwise agreed to by Competitive Retailer and LP&L, Competitive Retailer will direct Retail Customers to call or contact LP&L directly to make service requests. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by LP&L for purposes of such reporting:

806-775-2509

Alternatively, and only with mutual consent, one of the following options can be selected.

\*If one of these options is selected, please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma access tariff section 4.10(A).***

\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to LP&L.

\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

#### V. DESIGNATION OF CONTACT FOR BILLING INQUIRIES

Competitive Retailer may direct Retail Customers to contact LP&L for billing inquiries related to charges for Delivery Service. Competitive Retailer will provide Retail Customer with the following toll-free number for purposes of Delivery Service billing inquiries.

806-775-2509

#### VI. REPRESENTATIONS

By signing this Agreement, Competitive Retailer represents and warrants all of the following:

1. Competitive Retailer is authorized to sell Electric Power and Energy to Retail Customers in the State of Texas.
2. Competitive Retailer has completed all flight testing, both with the applicable financial institutions and with the Electric Reliability Council of Texas (ERCOT).
3. Competitive Retailer agrees, when necessary, to submit EDI bank payments in the form and method prescribed by LP&L.

#### VII. TERM

The term of this Agreement will commence upon the date of execution by both Parties (the "Effective Date"). This Agreement will terminate upon mutual agreement of the Parties or upon the earlier of the date (a) the Competitive Retailer informs LP&L that it is no longer operating as a Competitive Retailer in LP&L's service territory; (b) a new Access Agreement between the Parties hereto becomes effective; (c) Retail Electric Provider is no longer certified by the PUC as a retail electric provider in LP&L's certificated service area; (d) Competitive Retailer has lost its municipal registration within the municipality, if applicable.

Termination of this Agreement for any reason will not relieve LP&L or the Competitive Retailer of any obligation accrued or accruing prior to such termination.

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

VIII. SIGNATURES

**LP&L** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Competitive Retailer** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_