

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

Sheet: 1

Page 1 of 2

Revision: Two

## 6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 17th day of April, 2025, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at CR 110 North (2929 Bell Gin Rd). To accommodate this request the following will need to be installed: 2 new poles, 2 new down guys, approximately 190 linear feet of single phase overhead. To be removed: 1 pole, 2 down guys, approximately 410 linear feet of single phase overhead. For a total reimbursable cost of \$12,508.20, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- |     |  |
|-----|--|
| (a) | <u>If to Company:</u><br>Oncor Electric Delivery<br>Ryan Kreuzer<br>3620 Franklin Ave<br>Waco, Texas 76710             |
| (b) | <u>If to Customer:</u><br>Williamson County<br>County Auditor<br>710 Main Street, Suite 101<br>Georgetown, Texas 78626 |

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

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10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Williamson County  
County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- 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.

15. **Disclosure of Underground Facilities** – Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

- (a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.
- (b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.
- (c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A", contingent upon weather, force majeure or other unforeseen circumstances.
- (d) Billing Amount: \$12,508.20, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.
- (e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"—Plans, Specifications and Estimated Costs  
Exhibit "B"—Eligibility Ratio  
Exhibit "C"—Betterment Calculation and Estimates  
Exhibit "D"—Proof of Property Interest

**APPROVED**

By Christen Eschberger at 10:59 am, May 08, 2025

**CR 110 North (P695)  
CR 111 to Sam Houston Ave**

**REVIEWED**

By Daniel Flores-Gutierrez at 7:31 pm, May 07, 2025

Received  
May 05, 2025  
HNTB Corporation  
Round Rock

**REVIEWED**

By Eddie Church, P.E. at 4:42 pm, May 05, 2025

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/17/2025

WILLIAMSON COUNTY

BY: Steven Snell  
Steven Snell

TITLE: County Judge  
County Judge

DATE: 05/15/2025



## Statement of Charges

PO Box 910104  
Dallas TX 75391-0104

KREUZER, RYAN  
254-405-7439  
Ryan.Kreuzer@oncor.com

**Date:** 04/17/2025  
**Project No:** 26811940  
**Transaction ID:** 6580

**Bill To:**  
Williamson County  
County Auditor  
710 S Main St, Ste 101  
Georgetown, TX 78626

**Project Location**  
**Street Address:**  
2929 BELL GIN RD  
**City:** GEORGETOWN  
**County:** WILLIAMSON

Billing Description	Amount Due
CIAC Bill for work order 26811940	\$12,508.20
Price quoted is valid for thirty (30) days from the date of this document.	\$12,508.20

### Remittance Options:

#### Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC  
Please put the Transaction ID & Project No. in the Check Memo

#### Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas  
Account Number 08806169791  
Routing Numbers  
ABA: 021-000-021 (Wire Transfer)  
ABA: 111-000-614 (ACH payments)  
Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number  
Also, email Confirmation number and transfer date to Jennifer.Harris@oncor.com

## THANK YOU FOR YOUR BUSINESS!



### REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check

Checks are to be made payable to **Oncor Electric Delivery Company, LLC**

Please retain the above statement for your records

Remit To  
Oncor Electric Delivery Company, LLC  
Attn: HARRIS, JENNIFER; KREUZER, RYAN  
PO Box 910104  
Dallas TX 75391-0104

Customer Name
Williamson County
Project Number: 26811940
Transaction ID: 6580
Total Amount Paid:
\$12,508.20

## **Attachment A**

### **Plans, Specifications, and Estimated Costs**

#### **Plans:**

**Next page in document**

#### **Reimbursable Estimated Costs:**

**Material - \$ 2,688.47**

**Labor - \$ 9,819.73**

**Total - \$12,508.20**



DATE: 10/23/2024 3:55:11 PM  
FILE: G:\CFAI\2019\0309922 WilliamsonCounty\_2023RoadBond\4.9 CR 110 North\DESIGN\CR-110 UC RP-1.dgn

JONAH 16" WATER IN CONFLICT WITH PROPOSED DITCH CUT (1001)

Work in this area to be completed under Existing ROW scope.

BEGIN PROJECT  
STA. 370+00.00

ONCOR OH ELEC, FRONTIER  
AND SPECTRUM OH TELE IN  
CONFLICT WITH PROPOSED  
ROADWAY (4001,5002,5003)

R040062, LP  
64.368 ACRES  
TRACT 1  
DOC. NO. 20021042165  
O.P.R.W.C.T.

JIMMY C. WEBB  
28.00 ACRES  
VOL. 707, PG. 182  
D.R.W.C.T.

SID 2852353-6605

EQUITY TRUST d/b/a  
STIRLING TRUST, fbo  
ALBERT H. BARSCHMID III  
20.51 ACRES  
(10.00 AC. & 10.51 AC.)  
DOC. NO. 2010045952  
O.P.R.W.C.T.  
DESCRIBED IN  
VOL. 717, PG. 116  
D.R.W.C.T.

H. BRANDON BAILEY &  
SHARON L. BAILEY  
EXHIBIT A  
15.4742 AC.  
DOC. 1996043790  
O.P.R.W.C.T.

ONCOR OH ELEC IN CONFLICT  
WITH PROPOSED ROADWAY  
(4003)

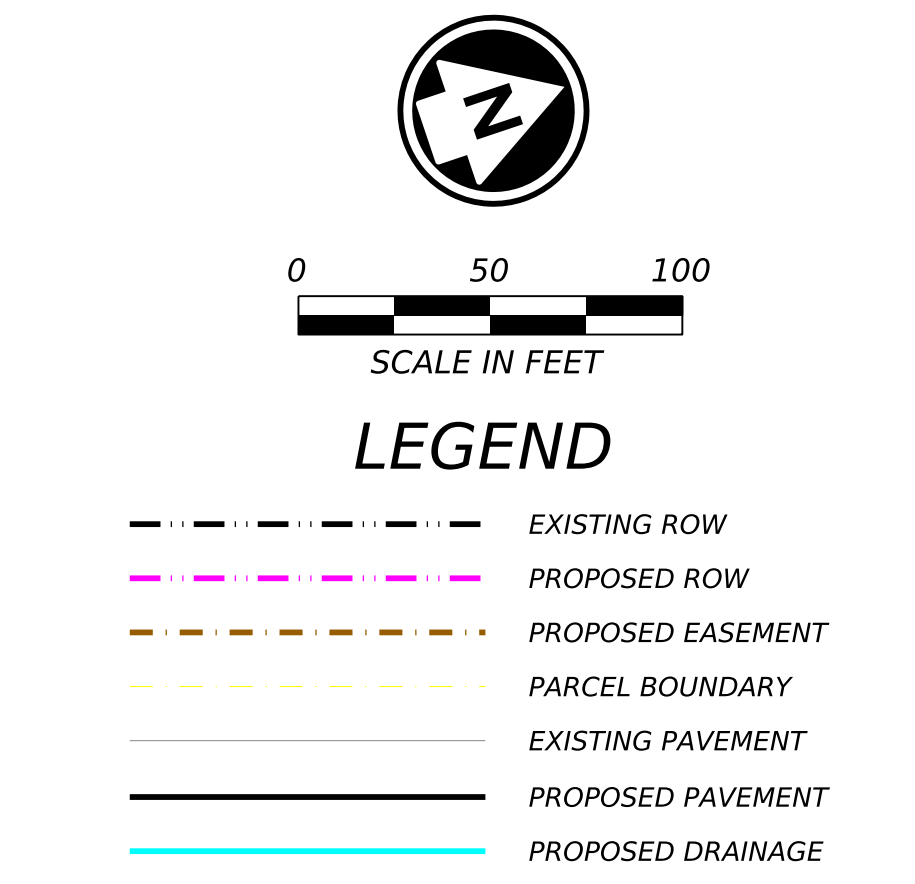
New 16' down guy.

New 16' down guy.

ONCOR OH ELEC IN CONFLICT  
WITH PROPOSED ROADWAY  
(4002)



MATCHLINE STA 399+00

LEGEND  
Install  
Overhead Electric  
Down Guy  
Pole  
Removal  
Overhead Electric  
Down Guy  
Pole  
Remain in Place/Transfer To New Pole  
Overhead Electric  
Pole



LVL B LVL C/D  
OVERHEAD UTILITIES:  
- OHE-1 - - - OHE-1 - - - ONCOR  
- OHE1-1 - - - OHE1-1 - - - ONCOR/FRONTIER  
- OHE1-3 - - - OHE1-3 - - - ONCOR/FRONTIER/SPECTRUM  
ELECTRIC:  
- E1-1 - - - E1-1-0 - - - ONCOR  
- T1-1 - - - T1-1-0 - - - CENTRIC  
- T2-1 - - - T2-1-0 - - - FRONTIER COPPER  
WATER:  
- W1-2 - - - W1-2-0 - - - JONAH 2"  
- W1-8 - - - W1-8-0 - - - JONAH 8"  
- W1-16 - - - W1-16-0 - - - JONAH 16"  
- W1-24 - - - W1-24-0 - - - JONAH 24"  
FORCE MAIN:  
- FM1-12 - - - FM1-12 - - - LAWHON 12"  
SANITARY:  
- WW1-8 - - - WW1-8-0 - - - LAWHON 8"

QUALITY LEVELS  
Quality Level "P": Existing Records: Utilities are plotted from review of available records.  
Quality Level "C": Surface Visible Feature Survey: Quality Level "P" information from existing records is correlated with surveyed surface-visible features.  
Quality Level "B": Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

  
  
TBPELS FIRM REGISTRATION NO. F-274 /  
LAND SURVEYING BRANCH NO. 10046700  
9600 N. Mojac Expressway, Suite 800  
Austin, Texas 78759  
512.834.9798 | fax 512.834.9553 | www.cobbhendley.com

CR 110 N  
UTILITY CONFLICT EXHIBIT  
90%

SHEET 1 OF 2

DESIGN BY:	DRAWN BY:	JOB:	HIGHWAY:
BH	BH	1983 099-22	CR 110
CHECK BY:	APPROVED BY:	COUNTY:	SHEET NO.
BHR	AB	WILLIAMSON	1

CONFLICT DESCRIPTION (UTILITY TRACKER ID #)

\*REFER TO UTILITY TRACKER



## **Attachment B**

### **Eligibility Ratio**

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "D" for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

## **Attachment C**

### **Betterment Calculation and Estimates**

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

## **Attachment D**

### **Proof of Property Interest**



390-96  
WA 3096-7273  
Map 2852-348

THE STATE OF TEXAS )  
(  
COUNTY OF \_\_\_\_\_)

EASEMENT AND RIGHT OF WAY

6267

KNOW ALL MEN BY THESE PRESENTS:

That Roy Iutz

of Williamson County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the GENERAL TELEPHONE COMPANY, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas more particularly described in deed from Lloyd O. Steger Jr. et al to Roy Iutz dated June 10, 19 76, recorded in Volume 637, Page 625, Deed Records of said County.

The center line of said distribution line and telephone line shall be located across said land as follows:

Beginning at an existing Texas Power & Light Company distribution pole located on Grantor's property at GLN 2853 353 1928.

Thence South 10 feet to a proposed Texas Power & Light Company distribution guy for guy anchorage.

Retrace 10 feet to the above mentioned pole.

Thence South 97 degrees West a distance of 450 feet to a proposed Texas Power & Light Company distribution angle pole and its two guys located at GLN 2852 353 7335. One guy to extend 28 feet in the same direction to a point of anchorage and the other guy to extend 28 feet South to a point of anchorage.

The above described property constitutes no part of my homestead . . . . .

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 1 poles, 0 stubs, and 3 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, improving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances.



## CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of \_\_\_\_\_

Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

Roy Lutz

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that

22

...executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of October, A. D. 1976

R. M. Starup

**Notary Public**

Williamson

**County, Texas**

T  
 S  
 I,  
 County  
 that it  
 for rec  
 at  
 in Book  
 County,  
 Given  
 day of  
 County C  
 by

**THE STATE OF TEXAS**

**County of Williamson**

**I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify**

that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office

on the 4th day of April A. D. 1978 at 8:00 o'clock a M. and duly recorded this

the 4th day of April A. D. 1978 at 11:20 o'clock a M. in the

Deed

Records of said County in Vol. 705

pp 796



# Delaware

PAGE 2

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ONCOR ELECTRIC DELIVERY COMPANY LLC" FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2007, AT 1:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE NINTH DAY OF OCTOBER, A.D. 2007, AT 1 O'CLOCK P.M.

4435668 8100V  
071089698



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 6054480

DATE: 10-05-07



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:11 PM 10/05/2007  
FILED 02:12 PM 10/05/2007  
071089698 - 4435668 FILE

**CERTIFICATE OF FORMATION  
OF ONCOR ELECTRIC DELIVERY COMPANY LLC**

This Certificate of Formation of Oncor Electric Delivery Company LLC (the "LLC"), has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (9 Del.C. § 18-101, et seq.).

- (1) The name of the limited liability company formed hereby is Oncor Electric Delivery Company LLC.
- (2) The address of the registered office of the LLC in the State of Delaware is c/o RL&P Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.
- (3) The name and address of the registered agent for service of process on the LLC in the State of Delaware are RL&P Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.
- (4) The formation of the LLC will be effective at 1:00 p.m. Eastern Time (12:00 noon Central Time) on October 9, 2007.

Executed as of this 5<sup>th</sup> day of October, 2007.

  
Name: Jared Richardson  
Authorized Person



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS CORPORATION UNDER THE NAME OF "ONCOR ELECTRIC DELIVERY COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ONCOR ELECTRIC DELIVERY COMPANY" TO "ONCOR ELECTRIC DELIVERY COMPANY LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2007, AT 1:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE NINTH DAY OF OCTOBER, A.D. 2007, AT 1 O'CLOCK P.M.

4435668 8100V

071089698



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6054480

DATE: 10-05-07



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:11 PM 10/05/2007  
FILED 02:12 PM 10/05/2007  
071089698 - 4435668 FILE

**CERTIFICATE OF CONVERSION  
OF ONCOR ELECTRIC DELIVERY COMPANY  
TO ONCOR ELECTRIC DELIVERY COMPANY LLC**

This Certificate of Conversion (this "Certificate"), is being duly executed and filed by Jared Richardson, as an authorized person, to convert Oncor Electric Delivery Company, a Texas corporation (the "Other Entity") to Oncor Electric Delivery Company LLC, a Delaware limited liability company (the "LLC"), under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

- (1) The name of the Other Entity immediately prior to the filing of this Certificate is Oncor Electric Delivery Company.
- (2) The date on which the Other Entity was first incorporated is November 6, 2001, and the jurisdiction where the Other Entity was first incorporated and its jurisdiction immediately prior to the filing of this Certificate is the State of Texas.
- (3) The name of the LLC as set forth in its certificate of formation is Oncor Electric Delivery Company LLC.
- (4) The conversion of the Other Entity to the LLC will be effective at 1:00 p.m. Eastern Time (12:00 noon Central Time) on October 9, 2007.

Executed as of this 5<sup>th</sup> day of October, 2007.

  
Name: Jared Richardson  
Authorized Person





**Office of the Secretary of State**

**CERTIFICATE OF AMENDMENT  
OF**

**Oncor Electric Delivery Company  
800025362**

**[formerly: TXU Electric Delivery Company]**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 04/24/2007  
Effective: 04/24/2007



A handwritten signature in black ink, appearing to read "Roger Williams".

**Roger Williams  
Secretary of State**



**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
TXU ELECTRIC DELIVERY COMPANY**

**FILED**  
**In the Office of the**  
**Secretary of State of Texas**  
**APR 24 2007**  
**Corporations Section**

Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its articles of incorporation.

**ARTICLE ONE**

The name of the corporation is TXU Electric Delivery Company (the "Corporation").

**ARTICLE TWO**

The amendment changes Article One of the articles of incorporation and Article One is amended to read in its entirety as follows:

**"ARTICLE ONE.**

**The name of the Corporation is Oncor Electric Delivery Company."**

**ARTICLE THREE**

These Articles of Amendment were approved in the manner required by the Act and the Corporation's constituent documents.

**TXU ELECTRIC DELIVERY COMPANY**

By: 

**Kim K. W. Rucker**  
**Secretary**

Dated: April 24, 2007

Doc #33



**FILED**  
In the Office of the  
Secretary of State of Texas

**MAY 17 2004**

**Corporations Section**

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
ONCOR ELECTRIC DELIVERY COMPANY**

Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its articles of incorporation.

**ARTICLE ONE**

The name of the corporation is Oncor Electric Delivery Company (the "Corporation").

**ARTICLE TWO**

The following amendment to the articles of incorporation was adopted by the sole shareholder of the Corporation effective May 31, 2004. The articles of incorporation are amended to change the name of the Corporation.

The amendment alters or changes Article One of the articles of incorporation and the full text of Article One is amended to read as follows:

**"ARTICLE ONE.**

The name of the Corporation is TXU Electric Delivery Company."

**ARTICLE THREE**

The number of shares of the corporation outstanding at the time of such adoption was 58,237,000; and the number entitled to vote thereon was 58,237,000.

**ARTICLE FOUR**

The approval of the Articles of Amendment was duly authorized by all action required by the laws under which Oncor Electric Delivery Company is incorporated and by its constituent documents. The number of outstanding shares of each class or series of stock of Oncor Electric Delivery Company entitled to vote, with other shares or as a class, on the Articles of Amendment are as follows:



<u>Number of Shares Outstanding</u>	<u>Class or Series</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
1,000	Common	N/A

#### ARTICLE FIVE

The number of shares, not entitled to vote only as a class, voted for and against the Articles of Amendment, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Articles of Amendment, are as follows:

<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class of Series</u>	<u>Number of Shares Entitled to Vote as Class or Series</u>	<u>Voted For</u>	<u>Voted Against</u>
58,237,000	0	Common	N/A	N/A	N/A

#### ARTICLE SIX

These Articles of Amendment do not necessitate an exchange, reclassification or cancellation of issued shares.

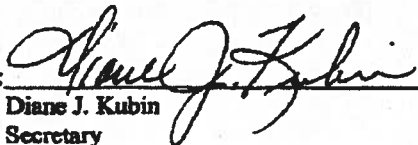
#### ARTICLE SEVEN

These Articles of Amendment do not effect a change in stated capital.

#### ARTICLE EIGHT

These Articles of Amendment shall be effective on May 31, 2004 in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.

ONCOR ELECTRIC DELIVERY COMPANY

By:   
Diane J. Kubin  
Secretary



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



002  
Gwyn Shea  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF AMENDMENT  
OF**

**Oncor Electric Delivery Company  
800025362**

**[formerly: TXU Electric Delivery Company]**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 01/07/2002  
Effective: 01/17/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea  
Secretary of State



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Assistant Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF INCORPORATION OF

TXU Electric Delivery Company  
Filing Number: 800025362

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/06/2001

Effective: 11/06/2001



A handwritten signature in black ink, appearing to read "G. S. Connor".

Geoffrey S. Connor  
Assistant Secretary of State



**ARTICLES OF INCORPORATION  
OF  
TXU ELECTRIC DELIVERY COMPANY**

**FILED**  
**In the Office of the**  
**Secretary of State of Tex**

**NOV 06 2001**

**Corporations Section**

The undersigned, a natural person over the age of eighteen (18) years and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the Corporation is TXU Electric Delivery Company.

**ARTICLE TWO**

The period of its duration is perpetual.

**ARTICLE THREE**

The purpose for which the Corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act (hereinafter referred to as the "TBCA").

**ARTICLE FOUR**

The aggregate number of shares which the Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of Common Stock, without par value.

**ARTICLE FIVE**

If, with respect to any action to be taken by the shareholders of the Corporation, any provision of the TBCA would, but for this Article Five, require the vote or concurrence of the holders of shares having more than a majority of the votes entitled to be cast thereon, or of any class or series thereof, the vote or concurrence of the holders of shares having only a majority of the votes entitled to be cast thereon, or of any class or series thereof, shall be required with respect to any such action.



Any action required by the TBCA to be taken at any annual or special meeting of the shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all the shares entitled to vote on the action were present and voted.

#### ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done, or property actually received.

#### ARTICLE SEVEN

The street address of its initial registered office is Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201-3411 and the name of its registered agent at such address is TXU Business Services Company (Office of the Corporate Secretary).

#### ARTICLE EIGHT

The number of directors of the Corporation shall be fixed, from time to time, in the manner provided in the Bylaws of the Corporation and shall be one (1) or more.

The number of directors constituting the initial Board of Directors is five (5), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are duly elected and qualified are:

T.L. Baker

Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201

H. Jarrell Gibbs

Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201



Michael J. McNally    Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201

Eric Nye                Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201

R.A. Wooldridge      Energy Plaza  
1601 Bryan Street  
Dallas, Texas 75201

#### ARTICLE NINE

The Corporation may, from time to time, to the extent it may lawfully do so, purchase, directly or indirectly, any of its stock outstanding at such price as may be fixed by its Board of Directors and accepted by the holders of the stock purchased, and may resell any stock so purchased or otherwise acquired by it at such price as may be fixed by the Board of Directors.

#### ARTICLE TEN

(a) The Corporation shall indemnify and may purchase and maintain insurance or other arrangements on behalf of any and all persons whom it may lawfully indemnify and insure to the fullest extent permitted by the TBCA, as the same exists or may hereafter be amended, or by the laws of the State of Texas, as in effect from time to time.

(b) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission in such director's capacity as a director, except that this provision does not eliminate or limit the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of the director is expressly provided for by an applicable statute. If the laws of the State of Texas are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such laws as so amended.

(c) No repeal or modification of this Article Ten by the shareholders of the Corporation shall adversely affect any right or protection of a director or other person lawfully indemnified by the



Corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

#### ARTICLE ELEVEN

Upon any issue or sale for money or other consideration of any additional, unissued or treasury shares of capital stock of this Corporation, or securities convertible into or carrying a right to subscribe to or acquire shares of capital stock of this Corporation that may be authorized from time to time, no holder of stock (irrespective of the kind of such stock) shall have any preemptive or other right to subscribe for, purchase or receive any proportionate or other share of the stock so issued or sold, such preemptive rights being expressly denied, but the Board of Directors may dispose of all or any portion of such stock as and when it may determine free of any and all such rights, whether by offering the same to shareholders or others or by sale or other disposition as said Board of Directors may deem advisable. Nothing in this Article shall be construed to limit the authority of the Board of Directors to grant options or first refusal rights with respect to the capital stock of the Corporation.

#### ARTICLE TWELVE

Cumulative voting by the shareholders of the Corporation at any election for directors is expressly prohibited. The shareholders entitled to vote for directors in such election shall be entitled to cast one vote per directorship for each share held, and no more.

#### ARTICLE THIRTEEN

The name and address of the incorporator is:

R.A. Wooldridge  
Energy Plaza  
1601 Bryan Street, 30th Floor  
Dallas, Texas 75201

  
\_\_\_\_\_  
R.A. Wooldridge, Incorporator



**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
TEXAS UTILITIES ELECTRIC COMPANY**

**FILED**  
In the Office of the  
Secretary of State of Texas

**MAY 28 1999**

Corporations Section

Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its restated articles of incorporation to be effective as set forth herein

**ARTICLE ONE**

The name of the corporation is Texas Utilities Electric Company

**ARTICLE TWO**

The following amendment to the restated articles of incorporation was adopted by the sole shareholder of the corporation on May 14, 1999. The restated articles of incorporation are amended to change the name of the corporation.

The amendment alters or changes Article I of the restated articles of incorporation and the full text of each provision of Article I is amended to read as follows.

**"ARTICLE I**

The name of the Corporation is TXU Electric Company "

**ARTICLE THREE**

The number of shares of the corporation outstanding at the time of such adoption was 138,156,400; and the number entitled to vote thereon was 138,156,400.

**ARTICLE FOUR**

The holder of all of the shares outstanding and entitled to vote on said amendment has signed a consent in writing pursuant to Article 9.10 adopting said amendment and any written notice required by Article 9.10 has been given

**ARTICLE FIVE**

This amendment does not necessitate an exchange, reclassification or cancellation of issued shares



## ARTICLE SIX

This amendment does not effect a change in stated capital.

## ARTICLE SEVEN

The name of the registered agent as PRESENTLY shown in the records of the Texas Secretary of State is Texas Utilities Services Inc (Office of the Corporate Secretary) The name of the NEW registered agent is TXU Business Services Company (Office of the Corporate Secretary) The address of the registered office will remain the same. This change of registered agent was authorized by the Board of Directors of the Corporation

## ARTICLE EIGHT

This amendment shall be effective as of June 14, 1999.

TEXAS UTILITIES ELECTRIC COMPANY

By

  
John F. Stephens, Jr  
Assistant Secretary



# The State of Texas

## SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office;

Articles of Merger for DALLAS POWER & LIGHT COMPANY, TEXAS ELECTRIC SERVICE COMPANY, TEXAS POWER & LIGHT COMPANY, all Texas corporations, and TEXAS UTILITIES ELECTRIC COMPANY, a Texas corporation, were filed in this office on January 1, 1984; that according to the terms of the Merger the surviving corporation is TEXAS UTILITIES ELECTRIC COMPANY, a Texas corporation.



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

29th day of June A. D. 19 90

*John S. Bayard Jr.*  
Secretary of State

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