



***2019 ETI Request for Proposals
for
Solar Photovoltaic Resources***

Entergy Texas, Inc.

March 27, 2019

CONFIDENTIAL

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1. RFP INFORMATION

1.1. Introduction

Entergy Texas, Inc. (“ETI”) hereby issues this 2019 ETI Request for Proposals for Solar Photovoltaic Resources (including all appendices, this “RFP” or the “2019 ETI RFP”). ETI seeks to procure up to 100 MW of new-build solar photovoltaic (“Solar PV”) generation resources under an asset acquisition structured as a build own transfer (“BOT”) and up to an additional 100 MW under a power purchase agreement (“PPA”) to be in-service by no later than December 31, 2023, on terms set forth in the 2019 ETI RFP, although ETI reserves the right to take more or less of any product solicited. A summary of key scoping items for this RFP, including capacity minimums and maximums, is provided in Section 1.5 below.

1.2. RFP Documents

This RFP consists of a Main Body and six appendices. Among other things, the Main Body (i) offers general information about this RFP, (ii) describes the resource and transaction structure that ETI seeks from Bidders and high-level considerations for Bidders, (iii) includes a milestone schedule for this RFP, (iv) sets forth terms governing the preparation and submission of proposals and RFP-related Bidder communications with ETI and the Independent Monitor (“IM”), and (v) provides a high-level overview of the proposal evaluation and selection process.

Appendix A to this RFP is a glossary of certain capitalized terms used in this RFP. A capitalized term used but not defined in the Main Body will have the meaning ascribed to such term in Appendix A, except to the extent the context otherwise requires.

Appendix B-1 is the form BOT Acquisition Agreement for the BOT transaction(s) sought by this RFP (“**Model BOT Agreement**”). The Model BOT Agreement will be the agreement used for any BOT arrangement arising out of this RFP.

Appendix B-2 is the form PPA for the PPA transaction(s) sought by this RFP (“**Model PPA Agreement**”). The Model PPA will be the agreement used for any PPA arrangement arising out of this RFP.

Appendix C contains questions and requests for material and other information that Bidders will be required to answer or provide in connection with any proposal submitted in this RFP.

Appendix D is a draft of the scope book (“**Scope Book**”) that is expected to be included in some form as an exhibit to the Definitive Agreement for any BOT arrangement. The Scope Book will address, among other things, the scope of the Seller’s engineering, procurement, and construction work on the proposed project, the project execution plan, engineering, procurement, and construction standards and processes to be followed, and other technical information about the project.

Appendix E generally describes the credit support requirements for any transaction arising out of the RFP.

Bidders are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix and any clarifications, elaborations, or adjustments to RFP terms communicated to Bidders. Bidders are advised that from time to time ETI may clarify, elaborate upon, or adjust the terms of this RFP in response to developments that may affect or require attention in this RFP, ETI perceptions or concerns that terms in this RFP may be incomplete, inaccurate, or ambiguous or may fail to adequately address risks, rights, obligations, or other matters, or for other reasons.

1.3. Bid Event Coordinator

ETI has engaged Entergy Services, LLC (“ESL”) to assist with the administration of this RFP and has designated an ESL employee to serve as the “**Bid Event Coordinator.**” The Bid Event Coordinator’s responsibilities include (i) acting as a liaison between the participants in this RFP and ETI on all RFP-related matters, (ii) ensuring that Bidder RFP-related questions ESL receives during the pendency of this RFP are addressed in an appropriate manner, (iii) receiving, recording, and maintaining Bidder RFP proposals, (iv) working with the IM throughout the RFP, and (v) managing other administrative matters relating to this RFP. The Bid Event Coordinator for this RFP is Ms. Jaime Williamson, who can be contacted through Power Advocate.

1.4. Independent Monitor

ETI has retained Mr. Wayne Oliver of Merrimack Energy Group, Inc. to act as the IM for this RFP. The role of the IM is defined in the “Scope of Work Activities” for the IM, which is available to Bidders upon request. In summary, the IM (i) oversees all aspects of this RFP to ensure that its design, implementation, evaluation, selection, and contract negotiation processes are impartial and objective and (ii) provides an objective, third-party perspective on ETI’s efforts to ensure that all proposals are treated consistently and without undue preference to any Bidder. Bidders wishing to communicate with Mr. Oliver may reach him by email at waynejoliver26@gmail.com or by phone at (781) 856-0007.

1.5. RFP Scope Summary

The following table provides a high-level summary of key scoping items for this RFP.

Scope Item	Description
Resource Type	New-build Solar PV facility
Transaction Types	BOT acquisition of the proposed Facility and related assets, with Seller assuming full construction and financing risk prior to the Closing (see Section 2.1 below and Appendix B-1) PPA for Contract Capacity, Capacity-Related Benefits, Environmental Attributes, Contract Energy, and Other Electric Products (see Section 2.2 below and Appendix B-2)
Capacity Requirements	<ul style="list-style-type: none"> • Bidder is required to submit proposals for the sale of the entire Facility (BOT) or the entire capacity of the resource (PPA)

	<ul style="list-style-type: none"> • Minimum Guaranteed Solar PV Capacity (BOT)/Minimum Contract Capacity (PPA): 75 MW_{AC} • Maximum Guaranteed Solar PV Capacity (BOT)/ Maximum Contract Capacity: 100 MW_{AC}
Resource Location Requirements	<ul style="list-style-type: none"> • Resource to be located in MISO South and in Texas
Eligible Resources	The Solar PV resource(s) specified by Bidder in its registration of proposals submitted to ETI in this RFP, to the extent conforming to the other requirements of this RFP
BOTs - Substantial Completion (COD) PPA - Start Date	Substantial Completion of the Solar PV resource (BOT) or the start of the delivery term (PPA) must occur no later than December 31, 2023
Technical Requirements	BOT Proposals Only - The Scope Book (Appendix D) provides general technical specifications for the Facility and related engineering, procurement, and construction matters
PPA Delivery Term	A maximum of 20 years
Self-Build Option	ETI will be eligible to offer a self-build resource as an alternative in this RFP
Entergy Regulated and Competitive Affiliates	Entergy Regulated Affiliates and Entergy Competitive Affiliates will be eligible to submit proposals in this RFP

The preceding table omits several items that are or could be considered key scoping items. The scope of this RFP is established by terms set forth in the entirety of the documents, materials, and information provided to Bidders in this RFP, including, without limitation, the Model BOT Agreement, the Model PPA, the Scope Book (only applicable to BOT), and Appendix E. The table is not, and should not be construed as, a substitute for the other provisions of this RFP.

2. PROPOSALS

2.1. BOT Proposals - High-Level Overview of Select Commercial Terms

As noted, this RFP is soliciting proposals for eligible Solar PV resources from 75 MW_{AC} to 100 MW_{AC} of Guaranteed Solar PV Capacity under a BOT arrangement with ETI. The following highlights in summary form a few basic commercial terms and considerations for the resource acquisition(s) sought by this RFP. More detailed descriptions of the commercial terms and considerations for proposals and potential transactions under this RFP are located in Appendix B-1 (Model BOT Agreement), Appendix D (Scope Book), Appendix E (Credit/Collateral Requirements), and elsewhere in this RFP.

- *BOT Structure.* Under the BOT structure, Seller would agree to develop, design, build, commission, test, and sell the proposed project for a portion of the pre-agreed purchase price payable by ETI at the Closing. ETI would buy the project and related assets from Seller after each of the numerous conditions to the Closing has been fulfilled or waived. Prior to the

Closing, Seller, as the project owner, would have care, custody, and control of the project, including the project site, and would bear construction, financing, and project completion risk, as well as risk of loss for the project. The remaining portion of the purchase price would be paid at the Substantial Completion Payment Date and Final Completion. Care, custody, and control would transfer to ETI at the Substantial Completion Payment Date.

- *Purchase Price.* The purchase price for the Facility and the other project assets will be payable by ETI in a phased approach with a portion being paid at three major milestones - the Closing, Substantial Completion, and Final Completion, but must be expressed in Bidder's proposal as a single fixed payment. The portion of the purchase price paid at Closing will depend on whether the Seller will be balance sheet financing or seeking funding from a construction lender. Bidder's proposed purchase price should be submitted in the Commercial Tab in Power Advocate as "Purchase Price" and should reflect an "all-in" price for the sale of the project to ETI considering the terms proposed in this RFP, including, without limitation, the Model BOT Agreement, the Scope Book, and Appendix E, and Bidder's proposal. Bidder's price should take into account development, study, engineering, procurement, permitting, design, financing, construction, installation, disposal, commissioning, testing, maintenance, repair, replacement, interconnection, deliverability, transmission (including, without limitation, required upgrades), real property, reporting, access, regulatory, permitting, contracting, environmental, insurance, taxes (including, without limitation, transfer, sales, and use taxes), Closing, asset transfer, transaction, contingency, warranty, credit, and all other Seller project costs and risks and Seller's required return on investment (but excluding the ITC and bonus depreciation value potentially transferrable with the resource).
- *Tax Credits.* Buyer will require the exclusive entitlement to and/or receipt as of the Closing of all applicable investment tax credits, bonus depreciation, and similar tax benefits associated with the project. Bidder/Seller must be able to demonstrate that the Facility was under construction in time to qualify for the federal investment tax credit that Buyer requires for the transaction (based on Bidder's proposal), and Buyer must be the original user of the Facility so that it qualifies for the credit. Under the terms of this RFP, each Bidder is required to provide a guaranteed ITC percentage for the project (30%, 26%, 22%, or 10%) (see the Proposal Submission Template (Commercial Tab in Power Advocate)).
- *Closing/Mechanical Completion.* The Closing will occur after the Facility reaches Mechanical Completion and before it is energized and power from the Facility is put to the grid.

Substantial Completion/In-Service. The Substantial Completion, or in-service, date for the Solar PV resource must be guaranteed to occur no later than December 31, 2023.

- *Credit.* Under the terms of this RFP, Seller will be required to post a letter of credit as outlined in Appendix E.
- *Transmission Interconnection and Network Upgrade Costs.* Under the terms of this RFP, each Bidder is required to provide transmission interconnection and network upgrade cost estimates for Transmission Owner's Interconnection Facilities (TOIF), Stand Alone Network Upgrades (SANU), and Network Upgrades (NU) and include those transmission

interconnection and network upgrade cost estimates in the purchase price submitted in the Commercial Tab in Power Advocate as “Purchase Price” (see Appendix C).

The foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for any BOT arising out of this RFP. Please refer to Appendix B-1 for the Model BOT Agreement.

2.2. PPA Proposals - High-Level Overview of Select Commercial Terms

As noted, this RFP is soliciting PPA proposals for eligible Solar PV resources from 75 MW_{AC} to 100 MW_{AC} of Guaranteed Solar PV Capacity. The following highlights in summary form a few basic commercial terms and considerations for the PPA(s) sought by this RFP. More detailed descriptions of the commercial terms and considerations for PPA proposals and potential transactions under this RFP are located in Appendix B-2 (Model PPA), Appendix E (Credit/Collateral Requirements), and elsewhere in this RFP.

- *PPA Structure.* The PPAs being sought are for the long-term purchase of unit contingent Contract Energy, Contract Capacity, Capacity-Related Benefits, Environmental Attributes, and Other Electric Products from an eligible resource and related services. Any purchase of energy made pursuant to a PPA arising out of this RFP will also include any and all Capacity, Capacity-related Benefits (such as ZRCs), Other Electric Products, and Environmental Attributes associated with such Contract Energy or Contract Capacity, the proposed resource, or the Transaction.
- *PPA Pricing.* The pricing will be based on an energy rate (expressed in \$/MWh), which will be either fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder). The energy rate will be subject to temporary reductions if the aggregate energy deliveries under the PPA over the contract year exceed a specified amount for such contract year. A proposal’s pricing must reflect an “all-in” energy price (including all related fees and expenses) that ETI would pay to Seller for all aspects related to, and products associated with, the provision, generation, and delivery to ETI of Contract Energy, Contract Capacity, Capacity-Related Benefits, Environmental Attributes, and Other Electric Products and Seller’s performance and risks under the PPA. Pricing should take into account any tax credits and tax benefits associated with the resource.
- *Delivery Requirements.* PPAs will include guaranteed annual energy delivery minimums entitling ETI to liquidated damages if the minimums are not met and to terminate the PPA for specified failures to meet energy delivery minimums over any two (2) consecutive contract years or any three (3) contract years (whether or not consecutive).
- *Delivery Term.* The Delivery Term for PPAs will be a maximum of twenty (20) consecutive years. The Delivery Term is expected to be based upon the Delivery Term specified in the proposal giving rise to the PPA. If the Delivery Term would expire on a date that is not the end of the planning period recognized by the applicable Balancing Authority (May 31 under the current MISO Rules), ETI will have an option, exercisable at no cost to ETI, to extend the Delivery Term on the same commercial terms so that it terminates at the end of such planning period.

- *Delivery/Receipt Commitment.* Subject to certain conditions to be set forth in a Definitive Agreement, including, without limitation, ELL’s right to curtail energy and force majeure, Seller will be required to deliver to ELL, and ELL will be required to purchase from Seller, all energy from the contract Capacity delivered to the Physical Delivery Point. As part of its delivery commitment, Seller will waive any and all QF put rights with respect to the Capacity contracted to Buyer under the PPA.
- *Credit.* Under the terms of this RFP, Seller will be required to post a letter of credit for the amounts as outlined in Appendix E.
- *Liability Transfer.* ETI will not accept the risk that any long-term liability will or may be recognized on its (or any of its Affiliates’) books in connection with any PPA entered into pursuant to this RFP, whether the long-term liability is due to lease accounting, the accounting for a variable interest entity or derivatives, or any other applicable accounting standard or requirement.
- *Financial Settlement.* Products will be financially settled at the ETI Load Node. Seller will be responsible for any basis differential between the Product price at the Physical Delivery Point and the Product price at the ETI Load Node and related costs.
- *Cost Recovery Language.* In PPAs arising out of this RFP, Sellers will be required to absorb the risks of the possible disallowance, disapproval, or denial of recovery by the PUCT and other Governmental Authorities of ETI’s costs incurred in connection with a PPA arising out of this RFP (“Cost Recovery Risks”), excluding certain limited Cost Recovery Risks that will remain with ETI (“ETI-Allocated Cost Recovery Risks”). ETI-Allocated Cost Recovery Risks include (i) costs incurred by ETI in connection with the applicable PPA for which recovery was expressly disallowed, disapproved, or denied by the PUCT in its final order approving the PPA as required by the public convenience and necessity and in the public interest, provided ETI accepted the order as satisfying the PUCT regulatory approval condition to commencement of the PPA Delivery Term, and (ii) costs incurred by ETI in connection with the applicable PPA due exclusively to the active fault of ETI. Cost Recovery Risks expected to be borne by Sellers include, without limitation, unrecovered costs to replace capacity and energy not provided to ETI by Seller under the applicable PPA. ETI is willing to consider (but is under no obligation to accept) Special Considerations or proposals from Bidders that propose with specificity a different treatment or apportionment between ETI and Seller of Cost Recovery Risks and provide supporting rationale. Any proposed treatment of Cost Recovery Risks that would allocate all or substantially all Cost Recovery Risks to ETI is not contemplated.

The foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for any PPA arising out of this RFP. Please refer to Appendix B-2 for the Model PPA.

2.3. Proposal Development and Redline of Model BOT Agreement and Model PPA and Special Exceptions to the Scope Book

Bidders are responsible for developing and submitting proposals in accordance with the terms set forth in this RFP, including the terms outlined in the model agreements. It is important that

Bidders base their proposals on the terms set forth and information communicated to Bidders in *this RFP*. Bidders are cautioned against relying solely or principally on the summaries included in Section 1.5, Section 2.1, and Section 2.2 above when developing proposals for this RFP, submitting proposals without a reasonably complete understanding of the terms set forth in the model agreements made available to Bidders prior to proposal submission, or assuming that ETI will entertain or accept material changes to the model agreements, the terms of which were developed specifically for this RFP and apply to all Bidders. ETI expects that the terms, conditions, and technical requirements of this RFP, including the model agreements, Scope Book (BOT only), and Appendix E, will be included or reflected in any Definitive Agreement executed for a proposal. Bidder will be charged with knowledge of the terms of this RFP, including, without limitation, the model agreements, the Scope Book, and Appendix E, when ETI evaluates Bidder's proposal(s) and during any negotiation of the Definitive Agreement. In the event of any inconsistency between a provision in the model agreements and any other part of this RFP, including the Main Body and the Scope Book (BOT only), the Model BOT Agreement or the Model PPA, as applicable, will control.

Bidders are permitted to make special exceptions to terms included in the model agreements and the Scope Book (BOT only) that they are unwilling to accept. Each Bidder is required to include with its proposal (i) a legible, electronically generated redline mark-up of the applicable model agreement showing the proposed modification(s) to or resulting from each provision it is unwilling to accept along with reasonably complete and detailed explanations for each such modification and (ii) if applicable, a reasonably complete list and detailed explanation of each special exception to any terms included in the Scope Book in the Special Exceptions – Scope Book Sheet on the Commercial Tab in Power Advocate (BOT only). Redline agreements or special exceptions in which Bidder (i) reserves wholesale rights to make comments on terms or conditions included in a Definitive Agreement, (ii) makes widespread, wholesale, or fundamental changes to material terms or conditions set forth in the applicable model agreement or the Scope Book (BOT only), (iii) conditions its proposal on the acceptance of material terms or conditions not accepted by ETI in the ordinary course of business or that would materially diminish the value of the resource to ETI or the viability of the proposal, (iv) takes exceptions to commercial terms without reasonably complete and detailed explanations, or (v) takes actions the effect of which would be similar to those resulting from the actions described in clauses (i)-(iv) are not contemplated and may be grounds for a proposal's elimination from consideration in this RFP, following consultation with the IM. Bidder-provided redline agreements and special exceptions to the Scope Book will be reviewed in the proposal evaluation phase of this RFP. The results of the review may adversely (or positively) affect the proposal's ranking. For purposes of the proposal evaluation and contract negotiations, Bidder will be deemed to have accepted any provision of the applicable model agreement not shown as marked or expressly noted as covered by a prior edit to the agreement or of the Scope Book (if applicable) to which no special exception relates or applies.

Notwithstanding anything in this RFP to the contrary, ETI's acceptance or selection of a proposal containing redlines of the applicable model agreement or special exceptions to the Scope Book does not mean that ETI agrees with the exceptions or will agree to or accept the exceptions (or variants of the exceptions) in any negotiation of a Definitive Agreement. Without limiting the other terms of this RFP, including Section 5.6 below, ETI reserves all rights in any negotiation involving the exceptions, including, without limitation, the right not to accept or agree to any of the exceptions (or any variant thereof), the right not to pay Bidder or Seller any incremental amount or consideration

if ETI does not accept or agree to any particular exception or any proposed compromise, and the right to terminate negotiations if Bidder or Seller requires Bidder or Seller to agree to any particular exception as a condition to continued discussions.

3. RFP PROCESSES

3.1. RFP Schedule

The RFP Schedule is critical for Bidders interested in participating in this RFP. The RFP Schedule in the table below sets forth the current milestone events and dates for this RFP.

RFP Milestone	Target Date
Proposal Submission Deadline	April 29, 2019 at 5:00 p.m. CPT
Notice to Bidders of ETI Selections	July 2019
Comprehensive Due Diligence and Contract Negotiations Begin	August 2019
Definitive Agreement(s) Executed	December 2019
Regulatory Approval Process Complete	Q1 2021

Without limiting Section 5.6 below, ETI reserves the right to modify the RFP Schedule (including any milestone or milestone date) at any time in its sole discretion. ETI will endeavor to timely notify all participants in this RFP of any such modification.

3.2. Proposal Submission Fees

Proposal Submission Fees will be refunded to Bidders only under the following circumstances:

1. Bidder registers a proposal and pays the Proposal Submission Fee but does not complete Proposal Submission for that registered proposal;
2. Bidder registers a proposal, properly completes Proposal Submission, but subsequently withdraws the proposal prior to the Proposal Submission Deadline; or
3. ETI cancels or terminates this RFP prior to completion of the evaluation of proposals for the Primary Selection List or the Secondary Selection List.

If Bidder, or any proposal submitted by Bidder, becomes ineligible or is eliminated from this RFP for any reason other than a reason set forth in items 1 through 3 above, including, without limitation, if no proposals are selected for either the Primary Selection List or the Secondary Selection List after ETI has completed its evaluation of proposals, Bidder's Proposal Submission Fee(s) will not be returned.

3.3. Proposal Submission

The proposal submission process requires each Bidder to submit to ETI:

- a completed Proposal Submission Template (Commercial Tab in Power Advocate);
- completed responses to the due diligence questionnaire (Appendix C) and related attachments, including, without limitation:
 - the requested generation profiles for two years (Excel Sheet);
 - documents requested by the questionnaire;
 - the required demonstration that Bidder or Seller has the requisite control over the project site; and
 - a project summary; and
- a Proposal Submission Agreement signed by an officer or other representative of Bidder who is authorized to sign the agreement and tender the submitted proposal(s) on Bidder's behalf (collectively, the “**Proposal Package**”).

All proposal submissions are required to be made through Power Advocate to the Bid Event Coordinator. Bidders should not send, and the Bid Event Coordinator will not accept, paper copies of proposals or proposals delivered other than through Power Advocate. Bidder must deliver the complete Proposal Package(s) for its proposal(s) by the Proposal Submission Deadline in order for the proposal(s) to be considered for this RFP.

After the Bid Event Coordinator has electronically received Bidder's completed Proposal Package, Bidder will receive a confirmation of receipt from the Bid Event Coordinator. Bidder should contact the Bid Event Coordinator if a confirmation is not received within one (1) Business Day after Bidder's submission of the Proposal Package.

Bidder will bear the risk of any failure of Bidder to submit the completed Proposal Package by the Proposal Submission Deadline as required by this RFP. Proposals that do not include all required agreements, material, and information or are untimely or improperly delivered may be considered non-conforming and eliminated from consideration in this RFP.

4. PROPOSAL EVALUATION AND SELECTION

ETI will evaluate the proposals submitted in this RFP. ETI's evaluation process is designed to facilitate the fair and impartial evaluation of all proposals and to result in the selection of one or more proposals that meet the requirements of this RFP and ETI's needs at the lowest reasonable cost, taking into account commercial considerations, project viability, reliability, risk, and other relevant factors. The process will be conducted in a carefully controlled manner, using procedures, methods, evaluation criteria, and assumptions that will be developed prior to the receipt of proposals. The process is expected to include, without limitation, ETI's use of evaluation teams and subject matter experts, and will involve the IM as appropriate.

During the evaluation process and at other times in this RFP, ETI may ask Bidder clarifying questions to obtain additional information that it believes may help with its understanding, review, analysis, or treatment of Bidder's proposal. Clarifying questions are expected to be communicated by the Bid Event Coordinator to Bidder via Power Advocate. ETI, through the Bid Event Coordinator, may also request Bidder's participation in one or more meetings to obtain clarification or additional information regarding a proposal. Bidder will be expected to provide responses to

clarifying questions posed by or for ETI and make available authorized officers, representatives, and advisors to participate in meetings requested by ETI and/or answer questions or provide information related to its proposal or participation in this RFP. A Bidder offering a proposal with a resource in the queue with MISO at the time of proposal registration in this RFP must promptly notify the RFP Bid Event Coordinator in the event the resource does not remain in the queue or obtain the requested service, or Bidder materially modifies the terms of its application or request for such service.

At an appropriate stage of the proposal evaluation process, members of ETI's resource planning group, utilizing in its discretion, among other things, analysis and other inputs provided by evaluation teams and subject matter experts for this RFP, will develop recommendations for the selection of proposals, if any, for inclusion on the Primary Selection List or the Secondary Selection List and will present those recommendations to the ETI Operating Committee and ETI management. The "**Primary Selection List**" is a list setting forth the proposal(s) (if any) selected for negotiation of a Definitive Agreement. The "**Secondary Selection List**" is a list setting forth the proposal(s) (if any) selected for possible negotiation of a Definitive Agreement. The IM will review the recommendations of the members of ETI's resource planning group before the recommendations are presented to the ETI Operating Committee and ETI management. Any selection of a proposal for the Primary Selection List or the Secondary Selection List will be made by the President and CEO of ETI (or his or her designee).

Once selections have been made, ETI will notify each Bidder that ETI has completed its evaluation of proposals and inform Bidder, with respect to each proposal submitted by Bidder, whether the proposal is on the Primary Selection List (if any), the Secondary Selection List (if any), or has been eliminated from further consideration in this RFP. Without limiting its rights under this RFP, ETI expects to proceed to negotiate the final terms of a Definitive Agreement with a Bidder having a proposal on the Primary Selection List. If those negotiations terminate or are suspended, or if ETI determines negotiations with one or more Bidders having a proposal on the Secondary Selection List are appropriate, ETI may negotiate commercial terms with such Bidders. A Bidder with a proposal on the Secondary Selection List will be released from the proposal on December 31, 2019, unless within that period Bidder has been invited to negotiate the terms of a Definitive Agreement under this RFP based on the proposal. A proposal not on either the Primary Selection List or the Secondary Selection List will be considered rejected. Any Bidder invited by ETI to finalize a Definitive Agreement will be expected to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or appropriate to finalize, execute, and deliver such Definitive Agreement as promptly as possible.

Without limiting Section 5.6 below, ETI's selection of a proposal does not constitute or indicate ETI's agreement, commitment, representation, or promise to transact on the basis of the selected proposal or ETI's acceptance of any term of the proposal. Under the terms of this RFP, ETI has no obligation, and makes no commitment or promise, of any kind, to enter into a transaction with any Bidder or to be bound by any term proposed by Bidder in this RFP, and, more generally, has no obligation or liability of any kind whatsoever to any Bidder or Seller in connection with or arising out of this RFP, except to the extent otherwise expressly set forth in a binding, fully executed written agreement between ETI and Bidder or Seller.

5. MISCELLANEOUS RFP MATTERS

5.1. Authorized Communication Channels

Except as otherwise expressly provided in this RFP, any and all communications by or on behalf or in support of any Bidder regarding this RFP must be submitted in writing to the Bid Event Coordinator through Power Advocate. Any contact or communication concerning this RFP (i) between Bidders, or representatives of Bidders, on the one hand, and personnel or employees of ETI or ESL other than the Bid Event Coordinator, on the other hand, or (ii) between different Bidders, or representatives of different Bidders, made without the express prior written consent of the Bid Event Coordinator, is, in each case, not allowed and grounds for disqualification of the non-compliant Bidder(s). Bidders are, of course, permitted to communicate internally within their organizations and to their representatives with regard to this RFP as necessary, and may communicate with the IM at any time. The Bid Event Coordinator will request input from ETI on all communications from the Bid Event Coordinator to any Bidder under this RFP. The IM is expected to receive and review in advance all written communications between the Bid Event Coordinator and Bidders. ESL's responses to Bidders or potential Bidders, on behalf of ETI, may reflect input from the IM.

5.2. Confidentiality Procedures for Bidder Registration and Proposal Submission Information

ETI has procedures that its employees, agents, and consultants participating in the evaluation of proposals will be required to follow in order to protect the confidentiality of Bidder information provided in response to this RFP. These procedures are designed and used so that information will be disclosed to the evaluation teams only to the extent deemed necessary for resource evaluation and to other employees, agents, and consultants of ETI or its Affiliates only to the extent deemed necessary for them to perform their functions related to this RFP.

All Persons having access to Bidder's confidential information in connection with this RFP will be contractually and/or professionally bound to protect that confidential information and to use it for no other purpose besides activities related to the resource evaluation process or the RFP process or other legitimate needs. Notwithstanding the foregoing or anything to the contrary in this RFP, ESL, ETI, and their respective Affiliates will have no, and expressly disclaim any, liability to a Bidder for losses or damages of any kind resulting from any disclosure of any Bidder or proposal information.

Proposals or other information or correspondence submitted in response to this RFP will not be returned to Bidders. At the conclusion of this RFP process (including regulatory review of any transactions resulting from this RFP), except as otherwise provided in any confidentiality agreement entered into between ETI or one of its Affiliates and Bidder, all proposals will be either destroyed or archived by ETI or one of its Affiliates, subject to the procedures described in this section providing for the treatment of such proposals as confidential and any applicable codes of conduct.

All information contained in a proposal (i) may be required or requested to be disclosed by ESL or ETI pursuant to any applicable law, rule, or regulation or in any legal proceeding involving ESL, ETI, or any of their Affiliates and (ii) may be subject to review by one or more of the regulatory commissions, including their staffs, having jurisdiction over ESL and/or ETI, in connection with any regulatory proceeding involving ESL or ETI, or by any other governmental authority with jurisdiction over ESL, ETI, or any Affiliate thereof over any matter related to this RFP, and may be

subject to legal discovery or disclosure. By submitting a proposal into this RFP, Bidder agrees that ESL and ETI may use and disclose any of the information contained in the proposal as information, testimony, or evidence in any proceeding or other matter (including in any filing in such proceeding or other matter) before any such regulatory commission or other governmental authority and may disclose any of such information when required or requested to do so in such proceeding or matter. In the event such information is to be so disclosed and such information is a pricing term, ESL or ETI, as applicable, will use its good faith efforts to obtain from the regulatory commission or other governmental authority to whom such disclosure is being made, a confidentiality agreement, protective order, or other mechanism to protect the confidentiality of such information and to limit its dissemination. ESL or ETI shall not, however, have any obligation to protect the confidentiality of a Bidder's pricing information in any application for approval by a governmental authority of any Definitive Agreement arising out of a proposal submitted by such Bidder in this RFP. ESL and ETI can provide no assurance of the outcome of any attempt to obtain a confidentiality agreement, protective order, or other mechanism.

5.3. Contact with MISO

Under the MISO Tariff, MISO currently provides functional supervision of the Entergy Transmission System and acts as transmission provider with respect to the granting of transmission service, including interconnection service, on the Entergy Transmission System or on other transmission systems under MISO's functional supervision. Inquiries about these aspects of the Entergy Transmission System or other transmission systems in MISO under MISO's functional supervision should be directed to MISO at its South Region Transmission Planning Office, (504) 846-7100. Bidders are directed to the MISO website, www.misoenergy.org, for information about MISO.

5.4. Affiliate Rules and Codes of Conduct

Each employee of ETI, ESL, any Entergy Operating Company, or any Entergy Competitive Affiliate must adhere to the Affiliate Rules and Codes of Conduct as applicable. To view online versions of the Affiliate Rules and Codes of Conduct, please see http://www.entergy.com/about_entergy/affiliate.aspx

5.5. Multi-Person Bids

If Bidder is comprised of more than one Person, the individual members may enter into contribution, indemnity, allocation, sharing, or other similar arrangements or agreements amongst themselves to allocate their respective rights and obligations; however, no such agreement or arrangement will affect any right reserved to ETI or ESL in connection with this RFP or otherwise disadvantage ETI or ESL relative to its position with other Bidders without the prior written consent of ETI or ESL (as the case may be). Bidder must fully disclose to the Bid Event Coordinator all such contribution, indemnity, allocation, sharing, or similar arrangements or agreements. Disclosure may be accomplished by means of a written letter to the Bid Event Coordinator by the Proposal Submission Deadline. Bidder may be required to respond to subsequent diligence inquiries concerning the arrangements or agreements.

5.6. Reservation of ETI Rights and Other ETI RFP Protections

Notwithstanding anything to the contrary in this RFP, each of ETI and ESL may, and expressly reserves the right to, at any time, and from time to time, without prior notice, and without assigning or providing any reason therefor, (i) cancel, suspend, withdraw, or terminate this RFP (including, without limitation, after the selection under this RFP of one or more proposals for the Primary Selection List or the Secondary Selection List) or cancel or suspend its participation in this RFP; (ii) modify this RFP, including, without limitation, any Appendix to this RFP or any of the dates, times, places, or terms set forth in this RFP or related to the RFP process; (iii) accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue, or reject any proposal submitted in this RFP, in its sole and absolute discretion, for any reason; (iv) without limitation of the generality of any of the other terms herein, reject or eliminate any proposal that it determines is incomplete, is non-conforming, or contains irregularities (or waive or disregard any deficiency, non-conformity, or irregularity in any proposal), or was made with the intent to create artificial prices, terms, or conditions or would have that effect; (v) carry out negotiations with any, some, or all Bidders or other Persons related to this RFP, and suspend or terminate negotiations with any Bidder or other Person at any time for any reason (including, without limitation, during contract negotiations); (vi) discuss the terms of any proposal or any other material submitted by Bidder with, and obtain clarification or additional information concerning such proposal or such other material from, Bidder or its directors, officers, employees, agents, representatives, and advisors; (vii) request from Bidder any information not detailed in or required by this RFP but that, in ETI's or ESL's opinion, may be necessary or relevant to the evaluation of Bidder's proposal(s) or this RFP and utilize such information as ETI or ESL deems appropriate in connection with such evaluation or this RFP; (viii) receive, consider, pursue, and/or transact on (A) opportunities to acquire or contract for other resources offered or that become available outside of the RFP process as such opportunities arise or (B) proposals offered in response to this RFP that are non-conforming or have been eliminated from consideration in this RFP; (ix) invite at any time further proposals in or external to this RFP or supplemental submissions or modifications of previously submitted proposals in this RFP; (x) determine which Bidders, entities, or projects to allow, or continue to allow, to participate in the RFP process; (xi) pursue or transact on proposals offered in response to this RFP, regardless of any rank or recommended order of proposals that may be developed or established in the RFP evaluation process, in order to limit exposure to a particular counterparty, technology or equipment type, location, contractor, or manufacturer, or a particular risk or set of risks, or achieve one or more other commercial objectives as ETI deems appropriate in its sole and absolute discretion; (xii) sign or not sign Definitive Agreement(s) with Bidders or other Persons relating to this RFP; (xiii) subject to the terms of the applicable Confidentiality Agreement with Bidder, retain, archive, or destroy any proposal information or material provided by or for Bidder to or for the benefit of ETI in this RFP or require the return of ETI's confidential information related to this RFP; and (xiv) take any and all other actions it deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFP and the RFP process. Each of the foregoing rights may be exercised individually by ETI, the ETI Operating Committee, or any authorized director, officer, employee, or authorized agent or representative of ETI, ESL, or any of their respective parents. The reservation of rights contained herein is in addition to all other rights reserved or granted to ETI or any of its Affiliates elsewhere in this RFP or otherwise held by or available to ETI or any of its Affiliates.

BY PARTICIPATING IN THE RFP PROCESS, EACH BIDDER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN A

DEFINITIVE AGREEMENT WITH BIDDER, (i) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF ETI, ESL, OR ANY DIRECTOR, OFFICER, MEMBER, EMPLOYEE, AGENT, OR REPRESENTATIVE THEREOF IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (ii) ETI, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ADVISORS, AS WELL AS THE IM, SHALL HAVE NO LIABILITY TO ANY BIDDER, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN A DEFINITIVE AGREEMENT.

WITHOUT PREJUDICE TO ETI'S RIGHTS UNDER THE PROPOSAL SUBMISSION AGREEMENT OR AT LAW OR IN EQUITY, NO PROPOSAL SUBMITTED BY ANY BIDDER SHALL BE DEEMED ACCEPTED BY, OR OTHERWISE BINDING UPON, ETI OR ANY OF ITS AFFILIATES. BY PARTICIPATING IN THE RFP PROCESS, EACH BIDDER AGREES THAT, ETI, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL HAVE NO OBLIGATION OR LIABILITY OF ANY KIND WITH RESPECT TO ANY SUCH PROPOSAL OR OTHERWISE IN CONNECTION WITH THIS RFP, UNLESS AND UNTIL A DEFINITIVE AGREEMENT HAS BEEN MUTUALLY EXECUTED AND DELIVERED BY ETI OR ANY OF ITS AFFILIATES AND SELLER, AND THEN SUCH OBLIGATION OR LIABILITY SHALL EXIST ONLY IF AND TO THE EXTENT EXPRESSLY SET FORTH OR PROVIDED FOR THEREIN OR IN ANOTHER SIGNED, BINDING WRITTEN AGREEMENT ENTERED INTO BY ETI OR ANY OF ITS AFFILIATES AND SELLER.

Each Bidder is responsible for all costs and expenses it incurs in connection with this RFP. Except as may be provided in a Definitive Agreement between Seller and ETI or other signed written agreement with Bidder or Seller and binding upon ETI or ESL, nothing in this RFP commits ETI or ESL to pay any RFP-related cost or expense.