

**MASTER POWER PURCHASE AND SALE AGREEMENT**

**COVER SHEET**

This *Master Power Purchase and Sale Agreement* (“*Master Agreement*”) is made as of the following date: [ \_\_\_\_\_ ] (“*Effective Date*”). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the “*Agreement*.” The Parties to this *Master Agreement* are the following:

Name: Entergy Services, Inc. (“ESI”), as agent for the Entergy Operating Companies specified in the applicable Confirmation (such Entergy Operating Companies being hereinafter collectively referred to as, “Buyer” or “Party A”), pursuant to that certain System Agreement, dated as of January 1, 1994, by and among ESI and the Entergy Operating Companies, as amended from time to time (the “System Agreement”).

Name: [ \_\_\_\_\_ ]  
 (“Seller” or “Party B”)

All Notices:

Street: 10055 Grogan's Mill Road, Suite 300

City: The Woodlands, TX Zip: 77380

Attn: Contract Administration

Phone: (281) 297-3637

Facsimile: (281) 297-3937

Duns: 052524212

Federal Tax ID Number: 72-0570912

All Notices:

Street:

City: Zip:

Attn:

Phone:

Facsimile:

Duns:

Federal Tax ID Number:

**Invoices:**

Attn: Energy Analysis and Reporting

Phone: (281) 297-3545

Facsimile: (281) 297-3735

**Invoices:**

Attn:

Phone:

Facsimile:

**Scheduling (Current Day):**

Attn: Current Day Scheduling Desk

Phone: (281) 297-3503

Facsimile: (281) 297-3730

**Scheduling (Current Day):**

Attn:

Phone:

Facsimile:

**Scheduling (Day-ahead and Month-ahead):**

Attn: Next Day Scheduling Desk

Phone: (281) 297-3769

Facsimile: (281) 297-3733

**Scheduling (Day-ahead and Month-ahead):**

Attn:

Phone:

Facsimile:

**Payments:**

Attn: Energy Analysis and Reporting

Phone: (281) 297-3545

Facsimile: (281) 297-3735

**Payments:**

Attn:

Phone:

Facsimile:

**Wire Transfer:**

BNK:

ABA:

ACCT:

**Wire Transfer:**

BNK:

ABA:

ACCT:

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**Credit and Collections:**

Attn: Vice President, Credit Risk Management  
Phone: (832) 681-3416  
Facsimile: (832) 681-3218

**With additional Notices of an Event of Default or  
Potential Event of Default to:**

Attn: Contract Administration  
Phone: (281) 297-3637  
Facsimile: (281) 297- 3937

**Credit and Collections:**

Attn:  
Phone:  
Facsimile:

**With additional Notices of an Event of Default or  
Potential Event of Default to:**

Attn:  
Phone:  
Facsimile:

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The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff      Tariff \_\_\_\_\_      Dated \_\_\_\_\_      Docket Number \_\_\_\_\_

Party B Tariff      Tariff \_\_\_\_\_      Dated \_\_\_\_\_      Docket Number \_\_\_\_\_

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**Article Two**

Transaction Terms and Conditions       Optional provision in Section 2.4. If not checked, inapplicable.

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**Article Four**

Remedies for Failure to Deliver or Receive       Accelerated Payment of Damages. If not checked, inapplicable.

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**Article Five**

Events of Default; Remedies       Cross Default for Party A:  
 Party A: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_  
 Other Entity: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_  
 Cross Default for Party B:  
 Party B: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_  
 Other Entity: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
  - Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: \_\_\_\_\_  
\_\_\_\_\_
  - Option C (No Setoff)
- 

**Article 8**

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: \_\_\_\_\_
- Option C Specify: \_\_\_\_\_

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

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If applicable, complete the following:

Party B Collateral Threshold: \$ \_\_\_\_\_; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$ \_\_\_\_\_

Party B Rounding Amount: \$ \_\_\_\_\_

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party B is not rated by either S&P or Moody's

- Other:  
Specify: \_\_\_\_\_

(e) Guarantor for Party B: [\_\_\_\_\_]

Guarantee Amount: \$ \_\_\_\_\_

## 8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: \_\_\_\_\_
- Option C Specify: Party A shall deliver within 120 days following the end of each fiscal year, a copy of the Entergy Corporation audited consolidated financial statement for such fiscal year, if such financial statement is not available on "EDGAR".

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party A Collateral Threshold: \$ \_\_\_\_\_; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ \_\_\_\_\_

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Party A Rounding Amount: \$ \_\_\_\_\_

(d) Downgrade Event:

- Not Applicable  
 Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party A is not rated by either S&P or Moody's
- Other:  
Specify: \_\_\_\_\_

(e) Guarantor for Party A: N/A

Guarantee Amount: \_\_\_\_\_

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**Article 10**

Confidentiality

Confidentiality Applicable      If not checked, inapplicable.

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**Schedule M**

- Party A is a Governmental Entity or Public Power System  
 Party B is a Governmental Entity or Public Power System  
 Add Section 3.6. If not checked, inapplicable  
 Add Section 8.6. If not checked, inapplicable

**Other Changes**

Specify, if any:

1. Section 1.12 "Credit Rating" definition. Section 1.12 is amended by deleting the word "issues" in the fourth line thereof and inserting the word "issuer" in lieu thereof.
2. Section 1.50 "Recording" definition. Section 1.50 is amended by deleting the reference to "Section 2.4" and inserting a reference to "Section 2.5" in lieu thereof.
3. Section 5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts. Section 5.2 is amended by reversing the placement of "(i)" and the word "to" appearing immediately thereafter.
4. Section 10.5 Assignment. Section 10.5 is amended by deleting each reference to "affiliate" and inserting "Affiliate" in lieu thereof.
5. Section 10.6 Governing Law. Section 10.6 is amended by adding the parenthetical phrase "(OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)" at the end of the first sentence of said Section.
6. The following provisions shall be added to Schedule P: Products and Related Definitions:

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### 1. Index Transactions.

Market Disruption. If a Market Disruption Event has occurred and is continuing during the Determination Period, the Floating Price for the affected Trading Day shall be determined pursuant to the index specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined with each party obtaining in good faith a quote from a leading dealer in the relevant market and averaging the two quotes.

"Determination Period" means each calendar month during the term of the relevant Transaction; provided that if the term of the Transaction is less than one calendar month the Determination Period shall be the term of the Transaction.

"Floating Price" means the price specified in the Transaction as being based upon a specified index.

"Market Disruption Event" means, with respect to an index, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Floating Price.

"Trading Day" means a day in respect of which the relevant price source published the relevant price.

Corrections to Published Prices. For purposes of determining the relevant prices for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within thirty (30) days after the date of the initial announcement or publication, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but

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excluding the day of payment of the refund or payment resulting from that correction. This provision shall apply until the expiration of two (2) years from the date of the applicable invoice.

Note – With respect to any Day-Ahead MUCCO product or any Intra-Day Peaking MUCCO product with a Delivery Term of three (3) years, if the Definitive Agreement includes collateral posting requirements that are based off of an exposure calculation, then (a) until Buyer elects to continue the Transaction for the second and third years of the Delivery Term pursuant to Section 8.2(b) of the MUCCO Model Contract, the collateral posting requirement will be based on an exposure calculation that is based on only the first year of the Delivery Term and (b) on and after the date that Buyer elects to continue the Transaction for the second and third years of the Delivery Term pursuant to Section 8.2(b) of the MUCCO Model Contract, the collateral posting requirement will be based on an exposure calculation that is based on the remaining period of the Delivery Term.

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IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Entergy Services, Inc., as agent for the Entergy  
Operating Companies specified in the applicable  
Confirmation

[Company Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION**

This Confirmation shall confirm the Transaction agreed to on \_\_\_\_\_, 200\_\_, between Entergy Services, Inc., as agent for the Entergy Operating Companies specified herein (such Entergy Operating Companies being hereinafter collectively referred to as, "Buyer" or "Party A"), and [\_\_\_\_\_] ("Seller" or "Party B") regarding the sale/purchase of the Product under the terms and conditions as follows:

Seller: Party B

Buyer: Party A

Product:

Into \_\_\_\_\_, Seller's Daily Choice

Firm (LD)

Firm (No Force Majeure)

System Firm

(Specify System: \_\_\_\_\_)

Unit Firm

(Specify Unit(s): \_\_\_\_\_)

Other:

Transmission Contingency (If not marked, no transmission contingency)

FT-Contract Path Contingency       Seller     Buyer

FT-Delivery Point Contingency       Seller     Buyer

Transmission Contingent       Seller     Buyer

Other transmission contingency: Seller agrees to cooperate and provide all necessary information required to facilitate Buyer's request to the Entergy Transmission Business Unit for transmission service.

Notwithstanding anything to the contrary contained herein, the performance by Buyer of its obligations hereunder shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four of the Master Agreement (and Seller shall not suffer any Capacity Payment Discount for the periods of time associated with, but only to the extent associated with, such

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transmission unavailability, interruption or curtailment), to the extent Buyer's transmission shall be unavailable or interrupted or curtailed (including a direction to reduce or curtail energy deliveries) at any time at or from the Delivery Point by order or directive of the Transmission Operator, NERC security coordinator or other entity having authority over the relevant Control Area.

Contract Quantity  
of Capacity:

[\_\_\_\_\_] MW

Delivery Point:

*[For generating resources located within the Entergy Control Area, the Delivery Point shall be the ESI Interconnection Point, and for resources located outside the Entergy Control Area, the Delivery Point shall be the Designated ESI Interface.]*

Delivery Period:

Hour ending [\_\_\_\_\_] CPT to and including hour ending [\_\_\_\_\_] CPT.

Special Conditions:

See attached Additional Provisions.

Scheduling:

See attached Additional Provisions.

Option Buyer:

Party A

Option Seller:

Party B

Type of Option:

Day-ahead Call Option. Buyer shall have the ability to Schedule and Dispatch the Contract Quantity of Capacity and associated energy on a Day-ahead basis subject to and in accordance with the attached Additional Provisions. To the extent that Buyer does not exercise its Option, Seller may sell the energy associated with the Contract Quantity of Capacity to a third party, in all cases, however, subject to Buyer's rights hereunder.

Intra-Day Peaking Call Option. Buyer shall have the ability to Schedule and Dispatch the Contract Quantity of Capacity and associated energy on a Day-ahead or intra-Day basis subject to and in accordance with the attached Additional Provisions. To the extent that Buyer does not exercise its Option, Seller may sell the energy associated with the Contract Quantity of Capacity to a third party on a non-firm basis, in all cases, however, subject to Buyer's rights hereunder.

Applicable to each Option.

Unit Contingent Capacity and Energy. The Contract Quantity of Capacity and associated energy is intended to be supplied from the Facilities and Seller's failure to deliver is excused to the extent the Facilities (including all facilities on Seller's

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side of the Delivery Point) shall not, for any reason, be available to produce and deliver the Contract Quantity of Capacity or associated energy at the Delivery Point (“Unit Contingency”). The burden of establishing the existence and extent of any Unit Contingency shall be on Seller. The priority of the sale of Capacity or energy from the Facilities shall be in accordance with Section [2.1] of the Additional Provisions attached hereto.

Contract Price: Monthly Energy Payment plus the Capacity Payment [plus Other Charges (if applicable)].

Monthly Energy Payment:

For energy Dispatched by Buyer in accordance with this Transaction (including Excess Energy), the Monthly Energy Payment shall be determined in accordance with the following formula:

$$MEP_m = \sum_{i=1}^D \text{Daily Pricing Calculation}$$

Where:

- MEP<sub>m</sub> = Monthly Energy Payment in respect of a Month in dollars
- D = Number of Days in applicable Month

Daily Pricing Calculation:

$$DPC = \sum_{j=1}^N \text{MWh}_j * \text{Strike Price}$$

Where:

- DPC = Daily Pricing Calculation
- N = Number of hours in applicable Day
- MWh<sub>j</sub> = MWh of energy delivered to Buyer at the Delivery Point or an alternate Delivery Point, expressed in MWh.

Strike Price:

$$K = (HR_j * GDIP_i) + VOM$$

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Where:

K = Strike Price as expressed in dollars per MWh

HR<sub>j</sub> = Guaranteed Heat Rate

= [Day Ahead MUCCO] the Guaranteed Heat Rate shall be (i) 7.90 MMBtu/MWh for a 8, 9, 10 or 11 hour schedule; (ii) 7.750 MMBtu/MWh for a 12, 13, 14 or 15 hour schedule; and (iii) 7.70 MMBtu/MWh for a schedule of 16 or more hours.

= [Intra-day Peaking MUCCO] the Guaranteed Heat Rate shall be 12.50 MMBtu/MWh.

= [3 Year Reserve MUCCO] the Guaranteed Heat Rate shall be 15.00 MMBtu/MWh.

GDIP<sub>i</sub> = [Day Ahead MUCCO and 3 Year Reserve MUCCO] Gas Daily Index Price - the Gas price published in Platts *Gas Daily* in its “Daily Price Survey” under the column heading “Midpoint” for Gas to flow at “Henry Hub” for the applicable Day, expressed in \$/MMBtu

= [Intra-day Peaking MUCCO] Gas Daily Index Price – (i) To the extent Buyer Dispatches energy pursuant to a Day-ahead Schedule and Dispatch in accordance with Section [5] of the attached Additional Provisions, the Gas price published in Platts *Gas Daily* in its “Daily Price Survey” under the column heading “Midpoint” for Gas to flow at “Henry Hub” for the applicable Day, expressed in \$/MMBtu and (ii) to the extent Buyer Dispatches energy pursuant to an Intraday Schedule and Dispatch in accordance with Section [5] of the attached Additional Provisions, the lesser of (y) the Gas price published in Platts *Gas Daily* in its “Daily Price Survey” under the column heading “Midpoint” for Gas to flow at “Henry Hub” for the applicable Day, expressed in \$/MMBtu plus \$0.40 (the “Adder”) or (z) the Gas price actually paid by Seller for the applicable Day, expressed in \$/MMBtu.

VOM = [Day Ahead MUCCO] Variable O&M shall be \$1.00 per MWh

= [Intra-day Peaking MUCCO] Variable O&M shall be \$2.00 per MWh

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= [3 Year Reserve MUCCO] Variable O&M shall be \$2.00 per MWh

Capacity Payment: The Option Premium for the Contract Quantity of Capacity shall be \$\_\_\_\_\_ per kW/Year, allocated Monthly in accordance with the following schedule for the entire Delivery Period of this Transaction:

<u>Month</u>	<u>Allocation of Option Premium</u>
January	7%
February	7%
March	4%
April	4%
May	9%
June	15%
July	15%
August	15%
September	9%
October	4%
November	4%
December	7%

The monthly Capacity Payment for the Contract Quantity of Capacity payable by Buyer hereunder shall be equal to the product of (the Contract Quantity of Capacity) times (the product of (the Option Premium set forth above)( the Allocation Percentage set forth above for such month))

The Capacity Payment includes all fixed cost charges any other costs as listed below that are to be included in the Capacity Payment, and is subject to the Capacity Payment Discount, as set forth in the Additional Provisions attached hereto.

Notwithstanding the provisions of Section 6.7 of the Master Agreement, the Capacity Payment will be paid in accordance with Section 6.1 of the Master Agreement.

Other Charges: Start-up Payments, payable monthly.

Start-up Payments: In respect of each Start-up following a Shutdown required by a Scheduling and Dispatch Notice, Buyer shall pay the applicable Start-up Payment set forth below; provided, however that, if the Dispatch Period set forth in such Scheduling and Dispatch Notice is in excess of twenty four (24)

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hours, then Buyer shall be obligated to pay an additional Start-up payment as set forth below. All costs in respect of any Start-up not following a Shutdown shall be for the account of Seller.

[Day Ahead MUCCO] up	\$50.00 per MW of Contract Quantity of Capacity per Start-up
[Intra-day Peaking MUCCO] up	\$75.00 per MW of Contract Quantity of Capacity per Start-up
[3 Year Reserve MUCCO] up	\$75.00 per MW of Contract Quantity of Capacity per Start-up

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This Confirmation is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated \_\_\_\_\_, 200\_\_ (the "Master Agreement") between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Entergy Services, Inc.,  
as agent for the Entergy Operating Companies  
specified below (as may be amended from time  
to time pursuant to the provisions of Section 11.6  
of the Additional Provisions)

[Party B's Name]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax: \_\_\_\_\_

Names of Entergy Operating Companies

ADDITIONAL PROVISIONS

to

MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION

dated as of [\_\_\_\_\_, 200\_\_],

between

ENTERGY SERVICES, INC.,

as Agent for

THE ENTERGY OPERATING COMPANIES,

and

[\_\_\_\_\_]

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## ADDITIONAL PROVISIONS

### 1.0 DEFINITIONS.

For purposes of this Transaction, the following definitions shall apply unless the context otherwise requires. All capitalized terms used in this Transaction that are not defined in this Section [1] shall have the definitions contained elsewhere herein, including the Schedules hereto, or in the Master Agreement.

1.1 *Accepted Electrical Practices* means those practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety and expedition. Accepted Electrical Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of others, but rather to those practices, methods and acts generally accepted or approved by a significant portion of the electric utility industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

1.2 *Affected Capacity* means any portion of the Contract Quantity of Capacity that is unavailable or limited due to a Force Majeure event or Planned Maintenance.

1.3 *Approval Entity* has the meaning specified in Section [5.1(c)].

1.4 *Allocation Cutoff Date* has the meaning specified in Section [11.6].

1.5 *Allocation Ratio* has the meaning specified in Section [11.6].

1.6 *Approvals* means all approvals, permits, licenses, consents, waivers or other authorizations from, notifications to, or filings or registrations with, Governmental Authorities or other third parties.

1.7 *Availability* means, in any hour and expressed as a percentage or decimal, as applicable, the Contract Quantity of Capacity that is actually available (not to exceed the Contract Quantity of Capacity) regardless of whether or not Scheduled and Dispatched by Buyer, divided by the Contract Quantity of Capacity minus the Affected Capacity.

1.8 *Availability Notice* means a Notice delivered in accordance with and meeting the requirements of Section [3.2].

1.9 *Availability Requirement* means, in respect of each Month, the Monthly Availability specified in Section [3.1], expressed as a percentage or decimal, as applicable.

1.10 *Beginning Requested Dispatch Hour* means the first clock hour, or portion of a clock hour, during which the Facilities are Scheduled to deliver energy to Buyer during a Dispatch Period.

1.11 *Btu* means the quantity of heat required to raise the temperature of one pound of pure water from 59°F. to 60 °F. at a constant pressure of 14.73 psia.

1.12 *Business Day* means any day except a Saturday, Sunday or a holiday as defined by NERC or any successor organization thereto. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. CPT.

1.13 *Capacity* means the megawatt output level that the Facilities or the components of equipment thereof, are capable, as of a given moment, of continuously producing and making available at the Delivery Point, taking into account the operating condition of the equipment at that time, the auxiliary loads, and other relevant factors.

1.14 *Capacity Payment Discount* means, in respect of each Month, if the Monthly Availability shall be less than the Availability Requirement, the amount computed in accordance with the formula therefor set forth in Schedule [3.3].

1.15 [*Cash Flow Available for Debt Service* means for any period, calculated on a cash basis, all Project Revenues received or projected to be received, as the case may be, by Seller during the relevant period, minus all Operation and Maintenance Costs paid or projected to be paid during such period.]

1.16 *Cold Start* means [definition as provided by Seller in its proposal.]

1.17 *Contract Year* [means the twelve months beginning on [June 1, 2006][July 1, 2006] and ending on [May 31, 2007][June 30, 2007] [means, as applicable, each period of twelve months beginning on [June][July] 1, 2006, [June][July] 1, 2007, and [June][July] 1, 2008, and ending on [May 31][June 30], 2007, [May 31][June 30], 2008, and [May 31][June 30], 2009, respectively.] [*Select applicable periods for all MUCCO products except the Three Year Reserve Capacity MUCCO Product.*] [means, as applicable, each period of twelve months beginning on January 1, 2006, January 1, 2007 and January 1, 2008, and ending on December 31, 2006, December 31, 2007 and December 31, 2008, respectively. [*Three Year Reserve Capacity MUCCO Product*]

1.18 *Control Area* means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: (1) match, at all times, the power output of the generators within the electric power system(s) and Capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s); (2) maintain scheduled interchange with other Control Areas, within the limits of Accepted Electrical Practices; (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Accepted Electrical Practices; and (4) provide sufficient generating capacity to maintain operating reserves in accordance with Accepted Electrical Practices.

1.19 *Control Area Operator* means the Person(s) in control of the physical operation of and responsible for fulfilling the duties necessary to operate a Control Area.

1.20 *CPT* or *Central Prevailing Time* means the local time in New Orleans, Louisiana.

1.21 [*Credit Agreement* means any credit agreement and all related collateral security documentation, if any, relating to (a) any indebtedness of Seller or (b) any indebtedness of any Affiliate of Seller secured by the assets of Seller or by which the assets of Seller may be encumbered, in either case the proceeds of which, directly or indirectly, are used to finance the acquisition or construction of the Facilities.]

1.22 *Day* or *day* means a period of twenty-four (24) consecutive hours, beginning at 12:01 a.m., local time, at the Delivery Point; provided, however, that on the Day on which Central Daylight Time becomes effective, the period shall be twenty-three (23) consecutive hours, and on the Day on which Central Standard Time becomes effective, the period shall be twenty-five (25) consecutive hours; provided, however, if FERC or any other Governmental Authority having jurisdiction should modify the beginning time for a day, the beginning and ending time for a Day under this Transaction shall be revised to correspond to the time established by FERC or such Governmental Authority, as the case may be.

1.23 *Debt Service* means for any period, the sum that must be paid for such period pursuant to the applicable financing documents for (a) principal payments on the loans made pursuant to such financing documents, (b) interest payments on such loans (net of payments under any interest rate protection agreements), (c) withholding Governmental Charges and breakage costs and (d) fees required to be paid to the Lenders pursuant to such financing documents.

1.24 [*Debt Service Coverage Ratio* means for any period, the ratio of (a) Cash Flow Available for Debt Service to (b) Debt Service.]

1.25 *Declared Capacity and Energy* has the meaning specified in Section [5.1(a)].

1.26 *Deliverability Evaluation* means the process performed by SPO personnel after the execution of this Transaction, detailed in Section 4 of the Fall 2004 RFP, to identify and characterize transmission issues that could materially impact the expected total delivered cost of a resource over the term of its availability to the Entergy System, and to assess whether cost impacts associated with potential transmission issues could materially limit ESI's ability to realize the expected reliability and/or cost benefits of the proposed generation resource.

1.27 [*Delivery Anniversary Date* [means [June][July] 1, 2007, and each anniversary thereafter.] [*Select applicable date for all MUCCO products except the Three Year Reserve Capacity MUCCO Product.*] [means [January 1, 2007, and each anniversary thereafter.] [ *Three Year Reserve Capacity MUCCO Product.*]

1.28 *Dispatch* or the correlative term *Dispatched* means the dispatch of energy or Other Associated Electric Products associated with the Contract Quantity of Capacity.

1.29 *Dispatch Period* means a period of time during which Buyer has requested delivery of energy or Other Associated Electric Products starting with a Beginning Requested Dispatch Hour and concluding with an Ending Requested Dispatch Hour. A Dispatch Period may continue for more than one calendar day.

1.30 *Electric Metering Equipment* means electric meters and associated equipment including, without limitation, metering transformers, telemetric devices and meters for measuring kilowatt-hours and reactive volt-ampere hours utilized in determining the amount of energy delivered or provided by Seller at the Delivery Point.

1.31 *Ending Requested Dispatch Hour* means the last clock hour, or portion of a clock hour, during which the Facilities are Scheduled to deliver energy to Buyer during a Dispatch Period.

1.32 *Entergy Operating Companies* means Entergy Arkansas, Inc., Entergy Louisiana, Inc., Entergy Mississippi, Inc., Entergy Gulf States, Inc., or Entergy New Orleans, Inc.

1.33 *Entergy System* means the interconnected, coordinated, electric utility systems of the Entergy Operating Companies that provide retail electric service to their customers.

1.34 *Entergy Transmission Business Unit* means the Entergy Services, Inc. organization that plans, constructs, and operates the Entergy Transmission System, or any successor organization.

1.35 *Entergy Transmission System* means the interconnected transmission facilities owned by the Entergy Operating Companies.

1.36 *Equivalent Force Majeure Hours* means, for any hour, (i) the product of (a) the Affected Capacity unavailable or limited due to a Force Majeure event, expressed in MW, and (b) the period for which such Affected Capacity is unavailable or limited, expressed in hours (or any portion thereof), (ii) divided by the Contract Quantity of Capacity.

1.37 *Equivalent Fuel Operation Hours* means, in any hour, (i) the product of (a) the Contract Quantity of Capacity delivered to Buyer to the extent that the Facilities are operating on fuel oil, expressed in MW, and (b) the period for which such Contract Quantity of Capacity is delivered to Buyer, expressed in hours (or any portion thereof), (ii) divided by the Contract Quantity of Capacity.

1.38 *Equivalent Planned Maintenance Hours* means, for any hour, the product of (a) the Affected Capacity unavailable or limited due to Planned Maintenance, expressed in MW, and (b) the period for which such Affected Capacity is unavailable or limited, expressed in hours (or any portion thereof), (ii) divided by the Contract Quantity of Capacity.

1.39 *Equivalent Reliability Outage Hours* means, for any hour, (i) the product of (a) the amount of the Contract Quantity of Capacity unavailable or limited due to a Reliability Outage during any Reliability Outage Period, expressed in MW, and (b) the period for which such amount of Contract Quantity of Capacity is unavailable or limited, expressed in hours (or any portion thereof), (ii) divided by the Contract Quantity of Capacity.

1.40 *Excess Energy* has the meaning specified in Section [3.2].

1.41 *Facilities* means the electric generating facilities described on Schedule [A] hereto, including all associated Interconnection Facilities and Protective Apparatus.

1.42 [Facility Requirements means [provide a summary description of the priority of other sales and/or commitments relative to the Contract Quantity of Capacity and associated energy, if any.]]

1.43 *Fall 2004 RFP* means ESI's Fall 2004 Request for Proposals for Supply-Side Resources, dated October 22, 2004, and posted as of such date on the RFP Website.

1.44 *Firm Gas Supply* shall have the meaning set forth in the North American Energy Standard Board's General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas (the "NAESB Contract"); provided, however, that nothing contained in the NAESB Contract shall be deemed to alter, amend or change the allocations of Imbalance Charges between Seller and Buyer as set forth in this Transaction.

1.45 *Firm Gas Transportation* shall have the meaning as set forth in the applicable Transporter's then effective FERC Gas Tariff.

1.46 *Force Majeure* means an event or circumstance which prevents a Party (the "Claiming Party") from performing its obligations under this Transaction, which event or circumstance was not reasonably anticipated as of the Transaction Date, which is not within the reasonable control of or the result of the fault or negligence of the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided (including using commercially reasonable efforts to procure fuel supply and transportation services from alternative sources). Notwithstanding the foregoing, a claim of Force Majeure may not be based, in whole or in part, on (a) Seller's increased costs of operating the Facilities, (b) Seller's ability to sell the Contract Quantity of Capacity or associated energy at a price greater than the price provided for in the Transaction, (c) loss of Buyer's markets, (d) Buyer's ability to buy the Contract Quantity of Capacity or associated energy at a price less than the price provided for in the Transaction, (e) curtailment by a Transmission Provider or Transmission Operator unless (i) the Claiming Party has contracted for firm transmission with a Transmission Provider for the Contract Quantity of Capacity to be delivered to or received at the Delivery Point and firm transmission has been curtailed and (ii) such curtailment of firm transmission is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff, or (f) failure or breakage of, or damage to, Seller's facilities or equipment not the direct or proximate result of acts of God, which acts of God shall include but not be limited to flood, drought, earthquake, storm, hurricane, tornado or lightning; epidemic; war; riot; civil disturbance; or sabotage; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.<sup>1</sup>

1.47 *Gas* or *gas* means natural gas that meets or exceeds the specifications set forth in the relevant Transporter's tariff.

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<sup>1</sup> For purposes of this Transaction, the definition of "Force Majeure" herein replaces and supercedes in its entirety the definition of "Force Majeure" set forth in Section 1.23 of the Master Agreement.

1.48 *Governmental Authority* means any federal, foreign, state, local or municipal governmental body, any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, or regulatory authority or power; or any court or governmental tribunal.

1.49 *Governmental Charges* means any federal, foreign, state, local, or municipal taxes, including, without limitation, ad valorem, property, occupation, severance, emissions, generation, first use, conversion, processing, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, excise, transaction, import duties and charges, customs broker fees and other costs of importation, non-U.S. value-added taxes, other non-U.S. taxes or charges, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases in any of the foregoing, now existing or otherwise applicable, including any interest, penalty, or addition thereto, whether disputed or not, on any item that is the subject of this Transaction, other than Governmental Charges based on net income or net worth.<sup>2</sup>

1.50 *Hot Start* means [definition as provided by Seller in its proposal.]

1.51 *Imbalance Charges* shall mean any penalties, fees or charges assessed by (i) a Transmission Provider or a Control Area Operator for failure to satisfy requirements for balancing of electric energy receipts and deliveries or loads and generation, including, without limitation, any amounts payable by Seller pursuant to the Generator Imbalance Agreement relating to the Facilities, or (ii) a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

1.52 *Initial Allocation Ratio* has the meaning specified in Section [11.6].

1.53 *Interconnection Facilities* means all structures, facilities, equipment, auxiliary equipment, devices and apparatus directly or indirectly required and installed to interconnect and deliver energy from the Facilities to the Delivery Point as the same may be defined in the relevant Interconnection Agreement and including, without limitation, electric transmission and/or distribution lines, transformation, switching, Electric Metering Equipment, any other metering equipment, communications, and safety equipment, including, without limitation, equipment required to protect (i) the electrical system to which the Facilities are connected and its customers from faults occurring at the Facilities, and (ii) the Facilities from faults occurring on the electrical system to which the Facilities are connected or on other electrical systems to which such electrical system is directly or indirectly connected.

1.54 *kW* means kilowatt.

1.55 *kWh* means kilowatt-hour.

1.56 *Law* means any statute, law, ordinance, code, rule or regulation, or other applicable legislative or administrative action of any Governmental Authority, or any judicial, regulatory or administrative interpretation thereof.

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<sup>2</sup> For purposes of this Transaction, the definition of "Governmental Charges" herein replaces and supercedes in its entirety the definition of "Governmental Charges" set forth in Section 9.2 of the Master Agreement.

1.57 *Lender* means any Person which provides debt or equity capital, loans, credit or credit support, acts as counterparty on any interest rate or currency hedging arrangements, or provides other financing, to Seller in respect of the acquisition or construction, of the Facilities; such term also includes any such Person which acts in the capacity of Lender in connection with any refinancing by Seller of such financing.

1.58 *Low-Load Event* has the meaning set forth in Attachment P - Generator Imbalance Agreement filed by Entergy Services, Inc. at <http://oasis.e-terrasolutions.com/OASIS/EES>, as the same may be amended from time to time.

1.59 *MMBtu* means one million Btus.

1.60 *Month* or *month* means the period beginning at 12:01 a.m., local time, on the first Day of each calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.61 *Monthly Availability* means, with respect to any Month and expressed as a percentage or decimal, as applicable, the average of the hourly Availabilities for such Month; provided, however, that Affected Capacity resulting from Force Majeure shall not be disregarded to the extent that Equivalent Force Majeure Hours in the Rolling 12 Month Period exceed [\_\_\_\_]/[as specified in the applicable Product Package]; and further provided, that Affected Capacity due to Planned Maintenance shall not be disregarded to the extent that Equivalent Planned Maintenance Hours in any Contract Year exceed [\_\_\_\_]/[as specified in the applicable Product Package].

1.62 *MW* means megawatt.

1.63 *MWh* means megawatt-hour.

1.64 *NERC* means the North American Electric Reliability Council, or its successor agency.

1.65 *Network Integration Transmission Service* means the transmission service provided under Part III of the Transmission Provider's transmission tariff.

1.66 *Off-peak Hours* has the meaning specified in the Confirmation.

1.67 *Operation and Maintenance Costs* means, for any period, all costs and expenses incurred to own, operate or maintain the Facilities and provide and deliver the Contract Quantity of Capacity and associated energy and Other Associated Electric Products, including, but not limited to (i) payments due under any of the Project Documents, (ii) salaries, employee compensation and other labor costs, (iii) costs for procurement, storage or other costs of materials, fuel, parts, equipment, supplies, inventories, consumables, utility services and emission credits, (iv) premiums for insurance, (v) Governmental Charges, (vi) costs of settlement of pending or threatened claims or any related fines, judgments or other costs (including legal fees) associated with such claims, (vii) maintenance, operation and repair costs, (viii) capital expenditures, including all costs of major inspections, unscheduled or scheduled major maintenance of the Facilities and all work on account of extraordinary equipment failures and

contingencies (including overhaul costs (other than overhaul costs paid from deposits to any major maintenance reserve account)), in each case to the extent such costs are not paid for by proceeds from insurance, (ix) payments under operating leases, (x) legal, accounting and other professional fees, (xi) costs and fees incurred to obtain and maintain all Approvals, (xii) insurance costs, (xiii) payments with respect to Debt Service and (xiv) amounts deposited in any reserve account in respect of the foregoing. Operation and Maintenance Costs do not include non-cash charges, including depreciation or non-cash obsolescence charges or reserves therefor, amortization of intangibles or other similar bookkeeping entries.

1.68 *Other Associated Electric Products* means all of the capabilities and products associated with the Contract Quantity of Capacity and energy which Buyer is entitled to hereunder, as it specifically relates to Buyer's ability to utilize the Contract Quantity of Capacity and/or energy in accordance with the Scheduling and Dispatch rights as detailed in Section [5] to provide load following, reserves or other similar products.

1.69 *Outages* means interruption, curtailment or reduction in the operation of the Facilities, whether due to maintenance, the curtailment of transmission service, any order or directive of the Transmission Operator or otherwise.

1.70 *Peak Hours* has the meaning specified in the Confirmation.

1.71 *Person* means any individual, Governmental Authority, corporation, limited liability company, partnership, limited partnership, trust, association or other entity.

1.72 *Planned Maintenance* means the removal of the Facilities from service (i) to perform work on specific components and (ii) that is scheduled in advance and has a predetermined start date and duration (e.g., annual overhaul, inspections, testing).

1.73 *Project Documents* means all agreements and documents to which Seller is a party relating to the ownership, operation, maintenance and financing of the Facilities.

1.74 *Point(s) of Delivery* means point(s) on the Transmission Provider's transmission system where Capacity and energy transmitted by the Transmission Provider will be made available to Buyer under Part II of the Transmission Provider's transmission tariff. The Point(s) of Delivery shall be specified in the agreement for transmission service.

1.75 *Point(s) of Receipt* means point(s) of interconnection on the Transmission Provider's transmission system where Capacity and energy will be made available to the Transmission Provider by Seller under Part II of the Transmission Provider's transmission tariff. The Point(s) of Receipt shall be specified in the agreement for transmission service. For purposes of this Transaction, the Point(s) of Receipt shall be the Delivery Point specified herein for Capacity and energy.

1.76 *Point-To-Point Transmission Service* means transmission service under the Transmission Provider's transmission tariff that is reserved and/or scheduled between specified Points of Receipt and Points of Delivery pursuant to Part II of the Transmission Provider's transmission tariff.



1.77 [Project Revenues means, for any period, the sum of all amounts received by Seller pursuant to or in connection with (a) the Project Documents or (b) the ownership, use or operation of the Facilities, including any interest income, but not including amounts received from insurance proceeds (other than proceeds from business interruption insurance which shall constitute Project Revenues), condemnation proceeds or indemnities.]

1.78 Protective Apparatus means such equipment and apparatus, including, without limitation, protective relays, circuit breakers and the like, necessary or appropriate to isolate the Facilities from the electrical system to which they are connected consistent with Accepted Electrical Practices.

1.79 Purchasing-Selling Entity means an entity that is eligible to purchase or sell Capacity or energy and reserve transmission services under the Transaction Information System.

1.80 PURPA means the Public Utility Regulatory Policies Act of 1978, as amended.

1.81 Ratio Adjustment Event has the meaning specified in Section [11.6].

1.82 Reliability Outage means an interruption or reduction by Buyer of any Scheduled Dispatch of Capacity and associated energy for operational or reliability reasons. For purposes of this Transaction, a Reliability Outage (i) includes, without limitation, any such interruption or reduction due to Low-Load Events, Transmission Line Loading (TLR) events or curtailments to the Schedule during periods in which Buyer was not able to obtain firm transmission service, or other similar issues requiring a reduction in resources to maintain the reliability of the Entergy System based on Accepted Electrical Practices, and (ii) excludes any such interruption or reduction due solely to Buyer's ability to buy the Contract Quantity of Capacity or associated energy at a price less than the price provided for in the Transaction.

1.83 Reliability Outage Period has the meaning specified in Section [5.1(g)].

1.84 Remaining Term has the meaning specified in Section [8.2(b)].

1.85 Replacement Capacity means any Capacity and associated energy from a generation resource other than the Facilities provided or delivered pursuant to Sections [3.4].

1.86 RFP Website means the internet website <https://emo-web.no.entergy.com/ENTRFP/index.htm>.

1.87 Rolling 12 Month Availability means, as of the end of any Month, the average of the Monthly Availabilities from and including the first Month in the twelve (12) consecutive Months during the Delivery Period ending with such Month to and including such Month; provided, however, that the Availability during any Month not within the Delivery Period shall be disregarded for this purpose, and for the first Contract Year there shall be no measurement of the Rolling 12 Month Availability until the end of the sixth (6th) Month of such Contract Year, at which time and thereafter for the remainder of the first Contract Year, the average shall be determined based on the actual number of Months then elapsed during the Delivery Period.

1.88 *Rolling 12 Month Period* means, as of the end of any Month, the period from and including the first Month in the twelve (12) consecutive Months during the Delivery Period ending with such Month to and including such Month, provided, however, that any Month not within the Delivery Period shall be disregarded, and for the first Contract Year such period shall be based on the actual number of Months elapsed during the Delivery Period.

1.89 *Schedule* or the correlative terms *Scheduled* or *Scheduling* means the actions of the Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity of Capacity and associated energy or Other Associated Electric Products to be delivered on any given day or days (or in any given hour or hours) during the Delivery Period at a specified Delivery Point.

1.90 *Scheduling and Dispatch Notice* means a Notice delivered to Seller by or on behalf of Buyer in accordance with and meeting the requirements of Section [5.1(c)].

1.91 *Shutdown* means an actual shutdown of a Unit at the end of the Ending Requested Dispatch Hour of a Dispatch Period.

1.92 *Specified Tag Agent* means Open Access Technology International, Inc. or any other Tag Agent, as designated by Buyer in its sole and absolute discretion.

1.93 *SPO* means Entergy's System Planning and Operations organization.

1.94 *Start-up* means the action of actually bringing one or more Units from a Shutdown to synchronization at its minimum load and the unconditional release of such Unit(s) for ramping to, and the attainment of, the Scheduled Capacity level (which shall be considered a single occurrence for purposes of this Transaction regardless of the number of Units involved).

1.95 *Start-up Notification Lead Time* means the time period required by Seller to permit Start-up of the Facilities as Scheduled for a Dispatch Period under normal equipment conditions as set forth on Schedule [5.1(g)].

1.96 *Summer Dependable Capacity* means capacity rating based on ambient conditions of 92 degrees Fahrenheit, 56% relative humidity.

1.97 *Summer Season* means the Months of June, July and August.

1.98 *System Impact Study* means an assessment by the Entergy Transmission Business Unit of (i) the adequacy of the Entergy Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

1.99 *Tag* means the collection of information in the electronic request for an energy Schedule and subsequent responses utilized in the Transaction Information System implemented by NERC.

1.100 *Tag Agent* means a provider of Tag Agent Service authorized under the Transaction Information System.

1.101 *Tag Agent Service* means the software component of Tag processing that is used by a Purchasing-Selling Entity to generate and submit Tags to a Tag Authority Service.

1.102 *Tag Approval Service* means the software component used to indicate individual path approvals by the Approval Entity when requested by the Tag Authority Service.

1.103 *Tag Author* has the meaning specified in Section **[5.1(c)]**.

1.104 *Tag Authority Service* means the software component of Tag processing that receives Tag Agent submissions and forwards them to the appropriate Tag Approval Services.

1.105 *Transaction Date* means the date of the Confirmation to which these Additional Provisions are attached.

1.106 *Transaction Information System* means a process implemented by NERC to allow the electronic communication of a request for, and securing the approval and recording of, an energy transaction via the Internet.

1.107 *Transmission Operator* means any transmission owner, independent system operator, regional transmission operator, or other transmission operator or any successor entity from time to time having authority to control the transmission Control Area to which the Facilities are interconnected or any other relevant Control Area.

1.108 *Transmission Provider* means any public utility that owns, operates, or controls facilities used for the transmission of electric energy in interstate commerce.

1.109 *Transmission Service Evaluation Deadline* has the meaning specified in Section **[8.2(b)]**.

1.110 *Transmission Service Request Deadline* has the meaning specified in Section **[8.2(b)]**.

1.111 *Transmission Service Study Results* has the meaning specified in Section **[8.2(b)]**.

1.112 *Transporter* means any pipeline on which any Gas is transported under this Transaction to the Facilities.

1.113 *Unit* means any of the generating units comprising part of the Facilities described on Schedule **[A]** hereto.

1.114 *Winter Season* means the Months of December, January and February.

## 2.0 **SALE PRIORITY.**

2.1 Priority of Transaction. (a) Buyer shall have a Call Option to Schedule and Dispatch the Contract Quantity of Capacity and receive the associated energy from the Facilities.

To the extent Buyer does not exercise its Call Option to Schedule and Dispatch the Contract Quantity of Capacity for a portion of any given Day, Seller may sell to a third party the undispached portion of the energy associated with the Contract Quantity of Capacity.

(b) The sale of the Contract Quantity of Capacity and of the associated energy shall be (i) subordinate to the Facility Requirements and (ii) senior to all other sales of Capacity or energy by Seller from the Facilities [;provided, however, that if under the Open Access Transmission Tariff of the Entergy System or any successor tariff, the sale of the Contract Quantity of Capacity and associated energy shall be entitled to priority over the Facility Requirements, then the sale of the Contract Quantity Capacity and associated energy shall have priority over all Facility Requirements and all other sales of Capacity or energy from the Facilities]. Seller agrees that, notwithstanding the Unit Contingent nature of the sale of the Contract Quantity of Capacity and the associated energy under this Transaction, it will not curtail or otherwise reduce deliveries of the Contract Quantity of Capacity or associated energy unless and until all other sales of Capacity or energy from the Facilities have been completely curtailed[, except as provided above in respect of the Facility Requirements.].

2.2 Operation of Facilities. Except to the extent the Facilities are unavailable or limited due to a Unit Contingency, Planned Maintenance or Force Majeure or curtailments required by the transmission provider or NERC security coordinator, Seller shall, regardless of whether the Availability shall be, for any period, at, above or below the Availability Requirement, operate the Facilities or cause the Facilities to be operated to provide the Contract Quantity of Capacity and associated energy in all hours in which Scheduled and Dispatched by Buyer.

### **3.0 AVAILABILITY; CAPACITY PAYMENT DISCOUNT; REPLACEMENT CAPACITY; OTHER ASSOCIATED ELECTRIC PRODUCTS.**

3.1 Availability Requirement. The Availability Requirement during each of the Summer Season, Winter Season and other Months shall be \_\_%, \_\_% and \_\_%, respectively. *[as specified in the applicable Product Package]* The Monthly Availability for any Month shall not be less than the Availability Requirement applicable for such Month.

3.2 Availability Notice. Seller shall furnish to Buyer by electronic mail or other electronic transmission acceptable to Buyer in its reasonable discretion an Availability Notice substantially in the form set forth in Schedule [3.2], which shall set forth (i) the actual Availability per hour, expressed in MW, of the Contract Quantity of Capacity not to exceed the Contract Quantity of Capacity, and the amount of energy (“Excess Energy”), if any, that the Facilities are capable of providing in excess of the Contract Quantity of Capacity that Seller elects to offer not to exceed [\_\_\_] MW, in the aggregate not to be less than the minimum load [on AGC] and/or (ii) any Outages, Force Majeure events, deratings or other events that would reduce or interrupt any Schedule and Dispatch of energy to Buyer or cause the controlling Availability Notice to be inaccurate in any material respect and a description of the circumstances thereof, in the case of clauses (i) and (ii) at or before [8:00] a.m. CPT on the Business Day immediately prior to the first Day to which such Availability Notice shall relate, and in the case of clause (ii) promptly after the occurrence of the events described therein. Such Availability Notice shall be effective until delivery of a subsequent Availability Notice.

3.3 Capacity Payment Discount. Notwithstanding that the Contract Quantity of Capacity and associated energy supplied from the Facilities by Seller is subject to Unit Contingency, if the Monthly Availability shall have been, in any Month, less than the Availability Requirement for such Month, the Capacity Payment payable by Buyer in respect of such Month shall be adjusted downward by the Capacity Payment Discount, as calculated in respect of such Month as set forth in Schedule [3.3]. If the Capacity Payment Discount in respect of any Month exceeds the Capacity Payment for such Month, there shall be no Capacity Payment in respect of such Month, and Buyer shall be entitled to no other adjustments as a result of such Availability shortfall.

3.4 Replacement Capacity. (a) In the event Seller is unable to Schedule and Dispatch to Buyer the Declared Capacity and associated energy in accordance with a Scheduling and Dispatch Notice, Seller may, but is not obligated to, offer to obtain Replacement Capacity for Buyer subject to the terms and conditions herein. Buyer will, in its sole and absolute discretion, have the right to accept or reject Seller's offer to obtain Replacement Capacity, on a case-by-case basis. To the extent Buyer accepts Seller's offer to obtain Replacement Capacity pursuant to this Section [3.4(a)], such Replacement Capacity shall, for all purposes of this Transaction, constitute Contract Quantity of Capacity that is actually available.

(b) Seller shall bear all risk associated with any decision not to procure Firm Gas Supply and Firm Gas Transportation to ensure its ability to deliver to Buyer the energy associated with the Contract Quantity of Capacity. In the event Seller shall not Dispatch to Buyer any portion of the Contract Quantity of Capacity or deliver any portion of the associated energy in accordance with a Scheduling and Dispatch Notice as a result of Seller's failure to procure Firm Gas Supply or Firm Gas Transportation, Buyer shall have the right, but not the obligation, to obtain Replacement Capacity subject to the terms and conditions herein or to Start-up or increase the output of generating resources of any Entergy Operating Company ("Buyer Provided Capacity") to replace any portion of the Contract Quantity of Capacity and associated energy not Scheduled and Dispatched and delivered by Seller. To the extent that Buyer shall procure any Replacement Capacity, including any Buyer Provided Capacity, pursuant to this Section [3.4(b)] and Seller shall have paid Buyer the applicable amount pursuant to Section [3.4(c)], such Replacement Capacity or Buyer Provided Capacity shall, for all purposes of this Transaction, constitute Contract Quantity of Capacity that is actually available.

(c) In the event of Seller's failure to procure Firm Gas Supply or Firm Gas Transportation, Buyer shall promptly notify Seller if Buyer elects to obtain Replacement Capacity, including any Buyer Provided Capacity, to replace any portion of the Contract Quantity of Capacity and associated energy not Scheduled and Dispatched and delivered by Seller. Seller shall pay Buyer in accordance with Section 4.1 of the Master Agreement (i) an amount for such Replacement Capacity equal to the positive difference, if any, obtained by subtracting the Strike Price from the Replacement Price and (ii) an amount for such Buyer Provided Capacity equal to the positive difference, if any, obtained by subtracting the Strike Price from the sum of all costs incurred by Buyer in connection with or relating to the provision of Buyer Provided Capacity.

3.5 Other Associated Electric Products. If at any time during the Delivery Period, there shall occur a change in market structure, including but not limited to the designation of an independent system operator or formation of a regional transmission organization, and as a result

thereof there shall exist a market for Other Associated Electric Products, then Buyer shall have the right upon notice to Seller to purchase all Other Associated Electric Products related to the Contract Quantity of Capacity. The compensation to Seller for such sale of Other Associated Electric Products, if elected or required by Buyer, is included in the Capacity Payment and no further amount shall be payable.

#### 4.0 QF PUT.

Notwithstanding the Capacity Payments and energy Payments to be made by Buyer or any other provision of this Transaction, in those hours during which Buyer does not Schedule and Dispatch all energy associated with the Contract Quantity of Capacity, Seller shall be entitled to deliver to Buyer, and Buyer shall accept, energy associated with the undispached portion of the Contract Quantity of Capacity, on a “when, as, and if available” basis, so long as Buyer is obligated to accept such energy pursuant to applicable law, including but not limited to PURPA and the regulations promulgated thereunder, and Seller shall be reimbursed by Buyer for such “when, as, and if available” energy at the Entergy System avoided cost for the particular hour during which such energy is Scheduled and Dispatched to Buyer or, if applicable, at such other rate as shall be required to be paid at the relevant time by applicable law. *[This provision applicable only to Entergy Control Area QFs which have a power purchase agreement in place with Buyer or one of the Entergy Operating Companies.]*

#### 5.0 SCHEDULING AND DISPATCH.

5.1 Scheduling and Dispatch Rights. (a) Consistent with the operational limits of the Facilities and the Availability of the Contract Quantity of Capacity, Buyer shall at all times during the Delivery Period have the right (i) to Schedule and Dispatch (y) the Contract Quantity of Capacity subject to a minimum Dispatch level equal to the Contract Quantity of Capacity plus (z) to the extent that there is Excess Energy declared Available in the then-applicable Availability Notice, the amount of such Excess Energy (the sum of (y) and (z) being hereinafter referred to as the “Declared Capacity and Energy”), together with associated energy or Other Associated Electric Products, subject to the requirements of this Transaction, (ii) to utilize the energy or Other Associated Electric Products associated with the Declared Capacity and Energy, and (iii) to use or resell the Declared Capacity and Energy and the associated energy, in each case subject to the terms and conditions specified herein. To the extent that Buyer does not fully Schedule and Dispatch the Contract Quantity of Capacity and associated energy, Seller may sell the undispached energy associated with the Contract Quantity of Capacity to a third party, in all cases, however, subject to Buyer’s rights under this Transaction. The sale of Excess Energy to Buyer shall be subordinate to the Facility Requirements, the sale of the Contract Quantity of Capacity, the sale of the Other Capacity and all other sales of Capacity or energy by Seller from the Facilities that Seller has committed to prior to its receipt of Buyer’s Scheduling and Dispatch Notice with respect to such Excess Energy. Buyer’s Schedule and Dispatch of the Contract Quantity of Capacity and associated energy shall be consistent with its rights under this Agreement.

(b) During the Delivery Period, Seller and Buyer shall each (i) be registered as a Purchasing-Selling Entity and (ii) subscribe for Tag Agent Service with the Specified Tag Agent.

(c) Buyer may from time to time Schedule and Dispatch all or a portion of the Declared Capacity and Energy by (i) [*only use for Three-Year Reserve Capacity MUCCO Product*] sending to Seller at least three (3) Business Days prior written notice of its intention to Schedule and Dispatch all or a portion of the Declared Capacity and Energy; (ii) providing to Seller a Scheduling and Dispatch Notice, substantially in the form set forth in Schedule **[5.1(c)]**,

- (A) in respect of the Scheduling and Dispatch of all or a portion of the Declared Capacity and Energy for the immediately subsequent Month (subject to adjustment pursuant to clauses (B) and (C) below), at or before **[9:30]** a.m. CPT on the third Business Day immediately prior to the first Day of such Month (“Month-ahead Schedule and Dispatch”),
- (B) in respect of the Scheduling and Dispatch of all or a portion of the Declared Capacity and Energy for the immediately subsequent Day (subject to adjustment pursuant to clause (B) below), at or before **[9:30]** a.m. CPT on the immediately preceding Business Day prior to such Day (“Day-ahead Schedule and Dispatch”); provided, however that, if Buyer desires to Schedule for a period longer than twenty four (24) hours, Buyer shall submit an additional Scheduling and Dispatch Notice for all or any portion of each additional twenty-four (24) hour period, or
- (C) in respect of the Scheduling and Dispatch of all or a portion of the Declared Capacity and Energy for any subsequent hour other than with respect to a Month ahead Schedule and Dispatch and Day-ahead Schedule and Dispatch, at or before four (4) hours (including Start-up time) before such hour (“Intraday Schedule and Dispatch”),

and by, (iii) in respect of the Scheduling and Dispatch of all or a portion of the Declared Capacity and Energy for such Dispatch Period,

- (x) with respect to any Month-ahead Schedule and Dispatch or Day-ahead Schedule and Dispatch, providing at or before **[2:00]** p.m. CPT on the Business Day immediately preceding the first Day of such Dispatch Period, written instructions to Seller to create and submit with the Tag Agent Service, in which case Seller shall create and submit in accordance with such instructions, a Tag substantially in the form set forth in Schedule **[5.1(c)]** or any other form designated by the Specified Tag Agent, or
- (y) with respect to Intraday Schedule and Dispatch, creating and submitting with the Tag Agent Service at or before [\_\_\_\_\_] hours in advance of the applicable hour, a Tag substantially in the form set forth in Schedule **[5.1(c)]** or any other form designated by the Specified Tag Agent (such Party submitting the Tag, the “Tag Author” and such other Party, the “Approval Entity”).

(d) After the creation or submission of the Tag (including any adjustment thereof) with the Tag Agent Service, the Tag Author shall notify the Approval Entity telephonically that

the Tag has been created or adjusted. The Approval Entity shall then promptly verify the information set forth in the Tag and promptly notify the Tag Author telephonically of any discrepancies between the Tag and Buyer's Scheduling and Dispatch Notice so that the Tag Author can adjust the Tag in accordance with Buyer's Scheduling and Dispatch Notice. To the extent that the Approval Entity fails to timely notify the Tag Author of any discrepancies, the Approval Entity shall bear the risk of any errors associated with the Schedule and Dispatch of the Capacity and associated energy specified in the Tag and appropriate adjustments shall be made with respect to the determination of the Imbalance Charges and any other applicable provisions of this Transaction.

(e) A Tag shall be effective, and Seller shall operate the Facilities or cause the Facilities to be operated in accordance with the instructions therein, until its expiration thereof, the creation and submission of an adjustment to the Tag or the creation and submission of a subsequent Tag. If prior to the creation and submission of an adjustment to a Tag or the creation and submission of a subsequent Tag, Seller shall have delivered a new Availability Notice adjusting the Availability of the Contract Quantity of Capacity, the Schedule and Dispatch set forth in the previously created and submitted Tag shall be promptly adjusted by the Tag Author (i) to the Capacity level indicated in such subsequent Availability Notice if Buyer's immediately preceding Scheduling and Dispatch Notice specified the Schedule and Dispatch of the full Contract Quantity of Capacity declared available in such immediately preceding Availability Notice, or (ii) at the lesser of the Capacity level indicated in such subsequent Availability Notice or the Contract Quantity of Capacity indicated in Buyer's immediately preceding Scheduling and Dispatch Notice if Buyer's immediately preceding Scheduling and Dispatch Notice specified the Schedule and Dispatch of the Contract Quantity of Capacity at less than the full Capacity declared available in the immediately preceding Availability Notice. Notwithstanding anything to the contrary contained herein, Buyer may in its Scheduling and Dispatch Notice specify the Schedule and Dispatch of any and all Contract Quantity of Capacity that is actually available for a specified Dispatch Period (without reference or regard to any Capacity level indicated in an Availability Notice).

(f) [Intentionally Deleted]

(g) To the extent of any change, adjustment or amendment made by Buyer to a previously submitted Scheduling and Dispatch Notice in which the Scheduled Capacity is decreased, Seller shall sell any Gas not burned and Buyer shall be entitled to any profit and be responsible for any loss in respect of such Gas not burned based on the difference between (X) the gas price published in Platts Gas Daily in its "Daily Price Survey" under the column heading "Midpoint" for Gas to flow at "Henry Hub" (the "Gas Daily Price") plus the Adder (as defined in the Confirmation) (the "Gas Price") for the Day Gas was Scheduled to be Dispatched and (Y) the actual sale price. Seller shall use commercially reasonable efforts to maximize profit or minimize loss, and pursuant to Section 10.9 of the Master Agreement, Buyer shall be permitted to audit Seller's books with respect thereto. In the event Seller should choose not to sell any Gas not burned, Buyer shall be entitled to any profit and be responsible for any loss in respect of such Gas based on the difference between (X) the Gas Daily Price for the Day Gas was Scheduled to be Dispatched and (Y) the average of the Gas Daily Price for the Day following the Day Gas was Scheduled to be Dispatched and the following Day.



To the extent that Buyer fails to meet the minimum Dispatch requirements described in Section **[5.1(a)]** other than due to Force Majeure, Unit Contingency or Planned Maintenance, Buyer shall pay Seller an amount equal to the aggregate Strike Price that would have been payable to Seller if such minimum Dispatch requirements had been met at the Declared Capacity and Energy not to exceed the Contract Quantity of Capacity less an amount equal to the aggregate Strike Price payable to Seller for energy that is Scheduled and Dispatched by Buyer; provided, however, that in the event of any Reliability Outage, Buyer will not be required to meet the minimum Dispatch requirements set forth in Section **[5.1(a)]** for the duration of the Reliability Outage (the “Reliability Outage Period”) not to exceed an aggregate of 360 Equivalent Reliability Outage Hours in any Contract Year.

(h) The maximum number of Start-ups for each Unit per Day and per Contract Year that may be requested pursuant to a Scheduling and Dispatch Notice the cost of which is to be for Seller’s account pursuant to the provision for Start-up Payments in the Confirmation (provided that such Start-ups are attained) are set forth in Schedule **[5.1(g)]**. When a Dispatch Period will involve a Cold Start or Hot Start, Buyer shall provide Seller with advance notice of at least the applicable Start-up Notification Lead Time set forth in Schedule **[5.1(g)]**. When a Dispatch Period, including revisions to a previously Scheduled Dispatch Period, does not involve a Cold Start or Hot Start [or when a Unit shall be operating with automatic generating control], Buyer shall provide Seller with a Scheduling and Dispatch Notice in accordance with the procedures and timing requirements therefor otherwise set forth in Section **[5.1(c)]**.

(i) Set forth in Schedule **[5.1(g)]** are (i) the minimum run time (in hours) for each Unit, which shall include the time required for ramping, if any, (ii) the minimum generation level (in MW) for each Unit, excluding any ramping requirements, and (iii) the minimum downtime (in hours), if any, after a Shutdown of a Unit before the Unit may be restarted. Buyer’s Schedule and Dispatch of the Facilities shall comply with the foregoing requirements.

5.2 Seller Dispatch. Seller shall have the right to Schedule and Dispatch the Facilities or any portion thereof to the extent that Seller is required to do so by applicable Law, regulation or tariff provided that to the extent such Schedule and Dispatch affects Buyer’s priority under Section **[2.1]**, Seller shall give Buyer notice of any such Schedule and Dispatch with as much advance notice as reasonably possible or, if such advance notice is impossible, as soon as possible thereafter.

5.3 Transmission/Transportation Costs and Imbalance Charges. Buyer shall be responsible for and bear all costs and expenses related to all transmission and other services required to move energy that is delivered by Seller at the Delivery Point from the Delivery Point to other points, including but not limited to such costs and expenses related to any transmission service that Buyer obtains pursuant to Section **[8.3]**. Seller shall be responsible for all costs and expenses related to (a) Seller’s supply and transportation of fuel oil and Seller’s supply and transportation of Gas, except as provided in Section **[5.4]**, (b) the transmission and other services required to deliver energy to the Delivery Point, including but not limited to such costs and expenses related to Seller’s obligations to obtain firm transmission service as set forth in Section **[8.2(b)]**, and (c) any and all Imbalance Charges; provided, however, that any such Imbalance Charges assessed by third parties resulting directly from Buyer’s failure to receive energy

associated with the Contract Quantity of Capacity that is Scheduled and Dispatched by Buyer shall be the responsibility of Buyer.

5.4 Firm Gas Transportation. Upon request by Buyer to Seller at or before [9:30] a.m. CPT on the Business Day immediately preceding the first Day of the Dispatch Period set forth in a Scheduling and Dispatch Notice, Seller shall use commercially reasonable efforts to procure by the end of such Business Day, at Buyer's expense, firm transportation for any and all Gas required in connection with the Dispatch of energy set forth in such Scheduling and Dispatch Notice.

## 6.0 OPERATION AND MAINTENANCE.

6.1 Operation and Maintenance Obligations. At all times, Seller shall install, construct, test, operate and maintain the Facilities or cause the Facilities to be constructed, tested, operated and maintained and shall bear all costs and expenses of such installation, construction, testing, operation and maintenance, including without limitation, Operation and Maintenance Costs and applicable Governmental Charges. Such installation, construction, testing, operation and maintenance shall comply with Seller's obligations herein and in the Project Documents, including without limitation, Section [2.2] hereof, and shall be performed in accordance with Accepted Electrical Practices and any requirements for capacity resource providers that may be promulgated by the Transmission Operator or FERC, and any applicable statutes, codes, regulations, standards and guidelines adopted by Governmental Authorities, including without limitation, NERC, the Southeastern Electric Reliability Council or the Control Area Operator from time to time. Subject to Buyer's rights set forth in this Transaction, Seller shall have full and complete responsibility for and control over testing, operation and maintenance of the Facilities.

6.2 Planned Maintenance. The schedule for Planned Maintenance, including the total number of Equivalent Planned Maintenance Hours for each Contract Year that the Facilities will be unavailable due to Planned Maintenance, is set forth in Schedule [6.2]. Planned Maintenance may be scheduled only during the Months of March, April, October and November, provided that such schedules shall be subject to the prior approval of Buyer in its reasonable discretion. Any request by Seller to schedule Planned Maintenance during any other Month shall be subject to the prior approval of Buyer in its sole and absolute discretion.

## 7.0 MEDIATION.

Any Claim, counterclaim, demand, cause of action, dispute or controversy arising out of or relating to this Transaction (or any agreement delivered in connection with this Transaction) or in any way relating to the subject matter of this Transaction involving any of the Parties or their representatives (each, a "Dispute"), even if such Dispute may be allegedly extra-contractual in nature, sound in contract, tort or otherwise, or arise under state, federal or foreign Law, shall be subject to non-binding mediation in accordance with this Section [7.0]. The Parties agree that, upon notice from Seller to Buyer or vice versa, a senior executive of Seller or his or her designee and a senior executive of Buyer or his or her designee, representing Seller on the one hand and Buyer on the other hand, shall, within three (3) Business Days thereafter, be designated to attempt to resolve the Dispute and the two senior executives or their respective designees shall

meet at least once, and shall negotiate in good faith for a period of fifteen (15) days in an effort to resolve the Dispute. To the extent that the two senior executives or their respective designees shall not resolve any Dispute, the Parties shall have their respective rights and remedies under this Transaction and applicable Law.

## 8.0 ADDITIONAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

8.1 Representations and Warranties of Seller. As of the Transaction Date and the date on which the Delivery Period commences, Seller hereby represents and warrants as follows:

(a) The minimum guaranteed rate of change (increase and decrease) in net electrical output per minute, measured over the period beginning at the time of an instruction to change the generator's net output or schedule and ending at the time that such net output or scheduled energy level is achieved (such rate of change, the "Ramp Rate," and such minimum guaranteed Ramp Rate, the "Guaranteed Ramp Rate"), is set forth in Schedule **[8.1]**.

(b) The Summer Dependable Capacity of the Facilities is [\_\_\_\_\_] MW.

8.2 Covenants of Seller. Seller hereby further covenants as follows:

(a) During the term of this Transaction, Seller shall obtain and maintain all Approvals as may be required with respect to the operations of the Facilities and for the performance of its obligations hereunder and shall assist Buyer in obtaining and maintaining all Approvals as may be deemed necessary or appropriate by Buyer, including but not limited to approvals of full rate recovery of all costs associated with the Transaction or such other regulatory treatment as shall be acceptable to Buyer in its sole and absolute discretion, except to the extent the failure to do so would have an immaterial effect on this Transaction, the Parties or the performance of their respective obligations hereunder.

(b) [Except to the extent waived by Buyer in its sole and absolute discretion, Buyer and Seller agree that this Transaction will only become effective between the parties pursuant to the terms of this Agreement if no later than thirty (30) days prior to the commencement of the Delivery Term (the "Transmission Service Evaluation Deadline"), the results of Buyer's transmission service request and associated System Impact Study, if required by the Entergy Transmission Business Unit (the "Transmission Service Study Results"), are received by Buyer and such results are acceptable to Buyer, in its sole and absolute discretion, it being understood that, in the event that if on or prior to the Transmission Service Evaluation Deadline, either (i) the Transmission Service Study Results are not received by Buyer or (ii) the Transmission Service Study Results, if received by Buyer, are not acceptable to Buyer, in its sole and absolute discretion, then on or prior to the Transmission Service Evaluation Deadline, Buyer shall notify Seller that it has elected to terminate this Transaction. In the event that this Transaction is terminated pursuant to the provisions of this Section **[8.2(b)]**, neither party shall have any obligation or liability to the other party hereunder. Seller shall procure firm transmission service on any other interconnected, coordinated, electric utility system required for delivery of energy to the Delivery Point and cooperate and provide all necessary information required to facilitate Buyer's request to the Entergy Transmission Business Unit for transmission service.][*Three Year Reserve Capacity MUCCO Product*]

(b) [Buyer and Seller agree that this Transaction will be effective between the parties pursuant to the terms of this Agreement for the initial Contract Year of the Delivery Term; and the remaining Contract Years of the Delivery Term (the “Remaining Term”) will be contingent on the results of (i) Buyer’s transmission service request and associated System Impact Study, if required by the Entergy Transmission Business Unit (“Transmission Service Study Results”), if received from the Entergy Transmission Business Unit within 255 days after the execution of this Agreement (the “Transmission Service Request Deadline”) or (ii) a Deliverability Evaluation completed on or prior to the Transmission Service Request Deadline. If on or prior to the date that is 270 days after the execution of this Agreement (the “Transmission Service Evaluation Deadline”), the results of the Deliverability Evaluation or Transmission Service Study Results, if received from the Entergy Transmission Business Unit on or before the Transmission Service Request Deadline, are acceptable to Buyer, in its sole and absolute discretion, Buyer and Seller agree that this Transaction shall continue for the Remaining Term pursuant to the terms and conditions set forth in this Agreement; provided, however, that, in the event that on or before the Transmission Service Evaluation Deadline, the results of both the Deliverability Evaluation and the Transmission Service Study Results, if received from the Entergy Transmission Business Unit on or before the Transmission Service Request Deadline, are not acceptable to the Buyer, in its sole and absolute discretion, then on or prior to the Transmission Service Evaluation Deadline, Buyer shall notify Seller that it has elected to terminate this Transaction for the Remaining Term. In the event that all or any portion of this Transaction is terminated pursuant to the provisions of this Section **[8.2(b)]**, neither party shall have any obligation or liability to the other party for the portion of the Transaction that has been terminated. In the event that no notice is provided to Seller from Buyer on or before the Transmission Service Evaluation Deadline, this Transaction shall continue with respect to the Remaining Term without any further action from either party. Seller shall procure firm transmission service on any other interconnected, coordinated, electric utility system required for delivery of energy to the Delivery Point and cooperate and provide all necessary information required to facilitate Buyer’s request to the Entergy Transmission Business Unit for transmission service.] *[All other MUCCO products except the Three Year Reserve Capacity MUCCO Product]*

(c) [Seller shall provide to Buyer response rates greater than those set forth in Schedule **[A]** for AGC, when the relevant control systems are technically sufficient for such faster response rates, consistent with Accepted Electrical Practices.]

(d) Notwithstanding anything to the contrary contained herein, during the Delivery Period, the Rolling 12 Month Availability for the Contract Quantity of Capacity shall be at least \_\_\_\_\_%. *[as specified in the applicable Product Package]*

(e) [Seller shall cause the Credit Agreement to include a provision to the effect that if the financing parties or its agent shall exercise a remedy the effect of which causes the removal or replacement of Seller as operator of the Facilities, Buyer shall have the right to designate the replacement operator, subject to the financing parties’ reasonable approval.]

(f) [Seller will not refinance the senior indebtedness incurred to finance the acquisition or construction of the Facilities (the “Existing Indebtedness”) or incur additional indebtedness (as defined in the Credit Agreement) (“New Indebtedness”), except to the extent that

the Debt Service Coverage Ratio reflected in the pro forma statements of income and cashflow prepared by the refinancing Lenders or the new Lenders, as the case may be, and upon which their lending commitments are based, shall not be less than [ ] prior to the [ ] Delivery Anniversary Date and not less than [ ] thereafter (determined on an average annual basis); provided, however, that, notwithstanding the foregoing, a refinancing of Existing Indebtedness or the incurrence of New Indebtedness shall be permitted: (i) to finance capital expenditures with respect to the Facilities required by any law, rule, tariff or regulation or change therein enacted and effective after the Transaction Date; and (ii) as reasonably approved by Buyer in connection with any transaction between Seller and Buyer.]

8.3 Covenants of Buyer. Buyer hereby further covenants as follows:

(a) Buyer shall be responsible for transmission service from the Delivery Point to other points. The Transmission Provider selected by Buyer may be an Affiliate of Buyer or a FERC-approved successor independent entity.

(b) Buyer may request that Seller provide, and Seller shall promptly and timely provide, information to satisfy the Transmission Provider's scheduling requirements for the transmission service set forth in Section **[8.3(a)]**.

8.4 Representations and Warranties of Each Party. As of the Transaction Date and the date on which the Delivery Period commences, each Party hereby represents and warrants that it has all Approvals necessary for it to perform its obligations under the Master Agreement and this Transaction, except as otherwise disclosed in Schedule **[8.4]**.<sup>3</sup>

8.5 Covenants of Each Party Regarding Certain Regulatory Matters. Each Party hereby further covenants as follows:

(a) If an independent system operator or a regional transmission organization shall enact or implement any change in Law, rule, regulation, tariff or practice binding on Seller or Buyer which materially adversely affects such Party's ability to perform its obligations hereunder, the Parties shall negotiate in good faith an amendment to this Transaction or take other appropriate action the effect of which is to restore each Party, as closely as possible, to its same position as prior to such change. If, within sixty (60) days, the Parties are unable to agree on such amendment or such other appropriate action, (i) each Party will continue to perform its obligations hereunder to the maximum extent possible, taking all reasonable steps to mitigate the effect of such change on each other, and (ii) either Party shall also have the right to file with FERC pursuant to Section 205 or 206 of the Federal Power Act proposed revisions to this Transaction necessary to restore the positions of the Parties prior to such change. The standard of review that shall apply to any such filing shall be the "just and reasonable" standard and not the "public interest" standard of review described in Section **[8.5(b)]**. Either Party may contest any such filing pursuant to applicable FERC procedures. For purposes of this Section **[8.5]**, the Parties stipulate and acknowledge that the creation of a regional transmission organization or independent systems operator encompassing in whole or in part the service territory of the

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<sup>3</sup> For purposes of this Transaction, this Section 8.4 herein replaces and supercedes in its entirety Section 10.2(ii) of the Master Agreement.

Entergy System shall not, in and of itself, be deemed to materially adversely affect either Party's ability to perform its obligations hereunder.

(b) Except as provided in Section **[8.5(a)]** or as Seller and Buyer may otherwise agree in writing, neither Party shall file with FERC any proposed change in any rate, term or condition set forth in this Transaction. Notwithstanding the foregoing, either Party may file an application with FERC pursuant to Section 206 of the Federal Power Act seeking a change in the price to be paid by Buyer for the Contract Quantity of Capacity and/or associated energy that Seller has agreed to deliver to Buyer pursuant to this Transaction. The standard of review that shall apply to any such application for a price change, whether proposed by either Party or FERC acting *sua sponte*, shall be the "public interest" standard of review delineated in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and in *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

8.6 Exemption Certificates. Either Party, upon commercially reasonable advance notice from the other Party, shall provide a certificate of exemption or other reasonable satisfactory evidence of exemption if either Party is exempt from Governmental Charges.

## 9.0 INDEMNITY.

Section 10.4 of the Master Agreement is hereby amended by deleting the phrase, "during the period when control and title to Product is vested in such Party as provided in Section 10.3", in the first sentence of such Section 10.4 and replacing it with the phrase, "on such Party's side of the Delivery Point".

## 10.0 CONDITIONS [FOR ALL MUCCO PRODUCTS EXCEPT THE THREE YEAR RESERVE CAPACITY MUCCO PRODUCT]

10.1 Buyer's and Seller's Conditions. Subject to Section **[10.3]** and except to the extent waived in writing by Seller and Buyer, the obligations of Buyer and Seller to consummate the Transaction contemplated hereunder shall be subject to fulfillment of the following condition prior to the date that is 30 days prior to the date on which the Delivery Period commences.

(a) Seller and its Affiliate must have obtained all Approvals required with respect to the operations of the Facilities and all Approvals required with respect to the performance of its obligations hereunder, including without limitation any required Approvals of FERC, except to the extent the failure to do so would have an immaterial effect on this Transaction, the Parties or the performance of their respective obligations hereunder.

10.2 Buyer's Conditions. Subject to Sections **[10.3]** and **[10.5]** and except to the extent waived in writing by Buyer in its sole and absolute discretion, the obligation of Buyer to consummate the Transaction contemplated hereunder shall be subject to fulfillment of the following conditions prior to the date that is (i) with respect to clauses (a) and (b), 270 days after the execution of this Agreement and (ii) with respect to clause (b), 30 days prior to the date on which the Delivery Period commences.

(a) Buyer obtains from the state or local regulatory commission(s) having jurisdiction over the retail operations of the Entergy Operating Company(ies) participating in the purchase

either (i) regulatory approval of the purchase including the approval of the full recovery (through base rates and/or fuel adjustment) of all costs associated with this Transaction pursuant to a finding that the participation of those Entergy Operating Companies in this Transaction is prudent or (ii) such other regulatory treatment as is deemed acceptable by such Entergy Operating Company(ies) in the exercise of their sole and absolute discretion.

(b) Buyer complies with any other applicable federal, state or local legal requirements, and obtains any other required Approvals in form and substance satisfactory to Buyer in its sole and absolute discretion.

(c) Seller shall have obtained firm transmission service on any other interconnected, coordinated, electric utility system required for delivery of energy to the Delivery Point.

10.3 Obligations of Seller and Buyer. Commencing on the Transaction Date, on the terms and subject to the conditions of this Transaction, each Party shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other Party in taking or doing, all things necessary, proper or advisable to consummate the transactions contemplated hereby, including, without limitation the satisfaction of the respective conditions set forth in Sections [10.1] and [10.2].

10.4 Unsatisfactory Transmission Evaluation. Buyer shall have the right to terminate this Transaction for the Remaining Term pursuant to the terms and conditions set forth in Section [8.2(b)] in the event that on or prior to the Transmission Service Evaluation Deadline, Buyer receives a Deliverability Evaluation and Transmission Service Study Results that are not acceptable to it in its sole and absolute discretion.

10.5 Failure of Conditions Generally. This Transaction may be terminated by Seller in the event that the condition set forth in Section [10.1] is not satisfied or waived by Seller in accordance with such Section or by Buyer in the event that the conditions set forth in Sections [10.1] or [10.2] are not satisfied or waived by Buyer in accordance with such Sections; provided, however, that neither Party may terminate this Transaction pursuant to this Section [10.5] if such Party's failure to fulfill its obligations with respect to Section [10.3] shall be the reason that such condition shall not have been satisfied; and provided, further, that in the event that the conditions precedent set forth in Sections [10.2 (a)] and [(b)] are not satisfied on or before the date that is 270 days after the execution of this Agreement, Buyer may terminate this Transaction only for the Remaining Term and (a) the Parties shall have no further obligations to each other with respect to the Remaining Term and (b) the Parties will remain obligated for the initial Contract Year regardless of the outcome of any event described in Section [10.2(a) and (b)].

10.6 Regulatory Approvals. Promptly after execution of this Transaction, Seller, if required to obtain approval for the sale from one or more regulatory agencies (e.g., FERC), shall file this Transaction with such regulatory agency(ies) and shall request that the regulatory agency(ies) accept such Transaction for filing without modification or conditions, and without suspension, and with service hereunder to be effective commencing as of the start of the Delivery Period.

10.7 State and Local Filings. Following execution of this Transaction, the appropriate Entergy Operating Company(ies) may submit such Transaction to the state or local regulatory

commission(s) having jurisdiction over the retail operations of the Entergy Operating Company(ies) participating in the purchase together with an application for approval of such Transaction, or request rate recovery of the costs associated with its participation in this Transaction based on a finding that such participation is prudent.

10.8 Confidentiality. Where a filing is made with any regulatory agency for approval of a purchase, the party responsible for the filing shall request that the regulatory agency approve a suitable confidentiality agreement or protective order that will provide appropriate protections for confidential information.

10.9 Transmission Service Request. Promptly following the execution of this Transaction, Buyer shall submit a transmission service request to the Entergy Transmission Business Unit.

## **10.0 CONDITIONS [FOR THE THREE YEAR RESERVE CAPACITY MUCCO PRODUCT]**

10.1 Buyer's and Seller's Conditions. Subject to Section [10.3] and except to the extent waived in writing by Seller and Buyer, the obligations of Buyer and Seller to consummate the Transaction contemplated hereunder shall be subject to fulfillment of the following condition prior to the date that is 30 days prior to the date on which the Delivery Period commences.

(a) Seller and its Affiliate must have obtained all Approvals required with respect to the operations of the Facilities and all Approvals required with respect to the performance of its obligations hereunder, including without limitation any required Approvals of FERC, except to the extent the failure to do so would have an immaterial effect on this Transaction, the Parties or the performance of their respective obligations hereunder.

10.2 Buyer's Conditions. Subject to Sections [10.3] and [10.5] and except to the extent waived in writing by Buyer in its sole and absolute discretion, the obligation of Buyer to consummate the Transaction contemplated hereunder shall be subject to fulfillment of the following conditions prior to the date that is (i) with respect to clauses (a) and (b) below, 15 days prior to the date on which the Delivery Period commences and (ii) with respect to clause (c) below, 30 days prior to the date on which the Delivery Period commences.

(a) Buyer obtains from the state or local regulatory commission(s) having jurisdiction over the retail operations of the Entergy Operating Company(ies) participating in the purchase either (i) regulatory approval of the purchase including the approval of the full recovery (through base rates and/or fuel adjustment) of all costs associated with this Transaction pursuant to a finding that the participation of those Entergy Operating Companies in this Transaction is prudent or (ii) such other regulatory treatment as is deemed acceptable by such Entergy Operating Company(ies) in the exercise of their sole and absolute discretion.

(b) Buyer complies with any other applicable federal, state or local legal requirements, and obtains any other required Approvals in form and substance satisfactory to Buyer in its sole and absolute discretion.



(c) Subject to Sections **[8.2(b)] and [10.4]**, Buyer shall have received Transmission Service Study Results that are acceptable to Buyer in its sole and absolute discretion, and Seller shall have obtained firm transmission service on any other interconnected, coordinated, electric utility system required for delivery of energy to the Delivery Point.

10.3 Obligations of Seller and Buyer. Commencing on the Transaction Date, on the terms and subject to the conditions of this Transaction, each Party shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other Party in taking or doing, all things necessary, proper or advisable to consummate the transactions contemplated hereby, including, without limitation the satisfaction of the respective conditions set forth in Sections **[10.1]** and **[10.2]**.

10.4 Unsatisfactory Transmission Evaluation. If at any time prior to the Transmission Service Evaluation Deadline, either (i) Buyer fails to receive Transmission Service Study Results or (ii) Buyer receives Transmission Service Study Results that are unacceptable to it in its sole and absolute discretion, Buyer may terminate this Transaction by delivering notice thereof to Seller.

10.5 Failure of Conditions Generally. This Transaction may be terminated by Seller in the event that the condition set forth in Section **[10.1]** is not satisfied or waived by Seller in accordance with such Section or by Buyer in the event that the conditions set forth in Sections **[10.1]** or **[10.2]** are not satisfied or waived by Buyer in accordance with such Sections; provided, however, that neither Party may terminate this Transaction pursuant to this Section **[10.5]** if such Party's failure to fulfill its obligations with respect to Section **[10.3]** shall be the reason that such condition shall not have been satisfied.

10.6 Regulatory Approvals. Promptly after execution of this Transaction, Seller, if required to obtain approval for the sale from one or more regulatory agencies (e.g., FERC), shall file this Transaction with such regulatory agency(ies) and shall request that the regulatory agency(ies) accept such Transaction for filing without modification or conditions, and without suspension, and with service hereunder to be effective commencing as of the start of the Delivery Period.

10.7 State and Local Filings. Following execution of this Transaction, the appropriate Entergy Operating Company(ies) may submit such Transaction to the state or local regulatory commission(s) having jurisdiction over the retail operations of the Entergy Operating Company(ies) participating in the purchase together with an application for approval of such Transaction, or request rate recovery of the costs associated with its participation in this Transaction based on a finding that such participation is prudent.

10.8 Confidentiality. Where a filing is made with any regulatory agency for approval of a purchase, the party responsible for the filing shall request that the regulatory agency approve a suitable confidentiality agreement or protective order that will provide appropriate protections for confidential information.

10.9 Transmission Service Request. Promptly following the execution of this Transaction, Buyer shall submit a transmission service request to the Entergy Transmission Business Unit.

## 11.0 MISCELLANEOUS PROVISIONS.

11.1 Expenses. (a) Whether or not the transactions contemplated by this Transaction are consummated, each Party shall pay all of its own costs and expenses incurred in connection with the negotiation and execution of this Transaction.

(b) Each Party shall reimburse the other for the reasonable costs and expenses (including reasonable legal fees and expenses) incurred in connection with such other Party's agreement to review, execute and deliver any instruments, agreements or documents that may be necessary or appropriate in connection with any assignment requested by a Party or otherwise permitted hereunder.

11.2 Records. The Parties shall, for five (5) years or such longer period as may be required by any Transmission Operator, each keep and maintain accurate and detailed records relating to each Unit's hourly deliveries of energy. Such records shall be made available for inspection by either Party or any Governmental Authority having jurisdiction with respect thereto during normal business hours upon reasonable notice. If either Party (the "Notifying Party") shall propose to discard any records theretofore required to be retained by this Section [11.2], it shall give notice to the other Party thereof and the other Party may within thirty (30) days thereafter elect to take possession of such records by notice to the Notifying Party, and in such case the Notifying Party shall promptly deliver such records to the other Party at its expense. If the Party receiving a notice pursuant to this Section [11.2] shall not respond within thirty (30) days, the Notifying Party may discard such records without any further obligation hereunder.

11.3 Notices. Section 10.7 of the Master Agreement is hereby amended by inserting the phrase, " , electronic mail or other electronic transmission", after the word "service" in the second sentence of such Section 10.7 and after the word "facsimile" in the third sentence of such Section 10.7.

11.4 Counterparts. This Transaction may be executed in separate counterparts by the Parties hereto, including facsimile counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

11.5 Submission to Jurisdiction; Waivers. Each of the Parties hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Transaction, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents and agrees, that any such action or proceeding may be brought in and only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the other Party at its address set forth in the Cover Sheet, or at such other address of which the other Party shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by Law.

11.6 ESI and Buyer Liability. Entergy Services, Inc., is entering into, and is a party to, this Transaction as agent for the Entergy Operating Companies, and shall have no liability hereunder. The liability of the Entergy Operating Companies hereunder, whether in respect of a default or otherwise, shall be several and not joint. The allocation of liability and responsibility among one or more of the Entergy Operating Companies for this Transaction under this Agreement and for all other obligations under this Agreement relating to this Transaction shall be made by ESI pursuant to either (a) the Responsibility Ratio (as defined in the System Agreement) set forth in the System Agreement or (b) another allocation method determined by ESI in its sole and absolute discretion (such allocation methods being hereinafter referred to as the "Allocation Ratio"). On the execution date of this Agreement, the Allocation Ratio for each Entergy Operating Company shall be the Responsibility Ratio for each Entergy Operating Company set forth in the System Agreement (the "Initial Allocation Ratio"). ESI shall be permitted to change the Initial Allocation Ratio for one or more Entergy Operating Companies at any time after the execution of this Agreement and prior to the date that is ninety (90) days after the execution of this Agreement (such date being the "Allocation Cutoff Date"). If at any time after the Allocation Cutoff Date there is a cumulative change in the applicable Allocation Ratio allocated to any one or more of the Entergy Operating Companies in an amount greater than three (3) percentage points ("Ratio Adjustment Event") from the Allocation Ratio in effect as of the Allocation Cutoff Date or, if applicable, from the Allocation Ratio in effect immediately after the last Ratio Adjustment Event, then ESI shall promptly notify Seller of such Ratio Adjustment Event and the Parties shall, if necessary, execute a new Master Cover Sheet or amend the existing Master Cover Sheet reflecting such Ratio Adjustment Event, credit terms and such other terms and conditions therein satisfactory to each of the Parties in their respective commercially reasonable discretion. ESI shall notify Seller of any changes to the Allocation Ratio for any applicable Entergy Operating Company.

11.7 Certain Interpretive Matters. All calculations and computations pursuant to this Transaction shall be carried and rounded to the nearest two (2) decimal places, except in the case of percentages that can also be expressed as decimals in accordance with this Transaction, in which case all such calculations and computations shall be revised and rounded to the nearest four (4) decimal places.

11.8 Operating Representatives. Prior to the Delivery Period, each Party shall designate a representative for purposes of administering this Transaction (each such representative, an "Operating Representative"), by notice to the other Party specifying the designee's name, telephone and fax numbers and e-mail address. A Party may change its Operating Representative upon similar notice to the other Party. The duties and responsibilities of the Operating Representatives shall include serving as the primary contacts for the administration of the Transaction and for establishing and maintaining procedures for such

administration and for coordinating the schedule for Planned Maintenance. The Operating Representatives shall have no authority to amend or otherwise modify this Transaction or bind their respective Parties.

11.9 Netting of Payments. Section 6.4 of the Master Agreement is hereby amended by deleting the phrases “on the same date” and “during the monthly billing period” from such Section 6.4.

11.10 No Obligation to Renew. The Parties shall have no obligation at any time to renew or extend this Transaction or to enter into any new transaction with the other Party upon the termination of this Transaction at the expiration of the Delivery Period.

11.11 Obligation to Serve Retail Load. Notwithstanding anything to the contrary set forth in Section 10.5 of the Master Agreement, in the event that Buyer’s obligation to serve retail load is assigned to another party pursuant to a change in Law (an “Assignee”), Buyer may assign all of its rights and obligations under this Agreement to such Assignee; provided, however, that at the time of such assignment, (a) the credit quality of such assignee is at least equal to then current credit quality of Buyer and (b) such assignee agrees in writing to be bound by all of the terms and conditions set forth in this Transaction and this Agreement.

## **Schedule A**

### **The Facilities**

**Schedule 3.2**

**Form of Availability Notice**

**AVAILABILITY NOTICE (24-HOUR DAY)**

**Effective  
Date(s)** \_\_\_\_\_

**Time** \_\_\_\_\_

<b>Hour</b>	<b>Contract Quantity</b>	<b>Available Capacity</b>	<b>Reason for Change in Capacity</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			
<b>7</b>			
<b>8</b>			
<b>9</b>			
<b>10</b>			
<b>11</b>			
<b>12</b>			
<b>13</b>			
<b>14</b>			
<b>15</b>			
<b>16</b>			
<b>17</b>			
<b>18</b>			
<b>19</b>			
<b>20</b>			
<b>21</b>			
<b>22</b>			
<b>23</b>			
<b>24</b>			
<b>TOTAL</b>			

Next Day Scheduling (M-F 8 a.m. - 5 p.m.)  
Phone 281-297-3769  
Fax 281-297-3733

Current Day Scheduling  
Phone 281-297-3503  
Fax 281-297-3730

**AVAILABILITY NOTICE (25-HOUR DAY)**

**Effective  
Date(s)** \_\_\_\_\_

**Time** \_\_\_\_\_

<b>Hour</b>	<b>Contract Quantity</b>	<b>Available Capacity</b>	<b>Reason for Change in Capacity</b>
1			
2			
2*			Change to CST
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
<b>TOTAL</b>			

Next Day Scheduling (M-F 8 a.m. - 5 p.m.)  
 Phone 281-297-3769  
 Fax 281-297-3733

Current Day Scheduling  
 Phone 281-297-3503  
 Fax 281-297-3730

\*Change from CDST to CST

### Schedule 3.3

#### Capacity Payment Discount

$$\text{CPD} = \text{CP}_m * \left( \underline{\hspace{1cm}} \text{ [as specified} \right. \\ \text{in the applicable} \\ \text{Product Package]} \\ \left. *(AR_m - MA_m) \right)$$

Where:

CPD = Capacity Payment Discount, expressed in dollars.

CP<sub>m</sub> = Capacity Payment for the applicable Month, expressed in dollars.

AR<sub>m</sub> = Availability Requirement for the applicable Month, expressed as a decimal.

MA<sub>m</sub> = Monthly Availability for the applicable Month, expressed as a decimal.



**Schedule 5.1(c)**

**Form of Scheduling and Dispatch Notice; Form of Tag**

**Scheduling and Dispatch Notice (24-Hour Day)**

**Effective  
Date(s)** \_\_\_\_\_  
**Firm Transmission Service:  
Yes/No**

<b>Hour</b>	<b>Contract Quantity</b>	<b>Available Capacity</b>	<b>Entergy Schedule</b>	<b>Comments</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
<b>TOTAL</b>				

Buyer requests that Seller use commercially reasonable efforts to procure firm transportation for Gas. If not checked, inapplicable.

Next Day Scheduling (M-F 8 a.m. - 5 p.m.)  
Phone 281-297-3769  
Fax 281-297-3733

Current Day Scheduling  
Phone 281-297-3503  
Fax 281-297-3730

## Scheduling and Dispatch Notice (25-Hour Day)

**Effective**  
**Date(s)** \_\_\_\_\_  
**Firm Transmission Service:**  
**Yes/No**

Hour	Contract Quantity	Available Capacity	Entergy Schedule	Comments
1				
2				
2*				Change to CST
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
<b>TOTAL</b>				

Buyer requests that Seller use commercially reasonable efforts to procure firm transportation for Gas. If not checked, inapplicable.

Next Day Scheduling (M-F 8 a.m. - 5 p.m.)  
 Phone 281-297-3769  
 Fax 281-297-3733

Current Day Scheduling  
 Phone 281-297-3503  
 Fax 281-297-3730

\*Change from CDST to CST

## Form of Tag

Tag Information			
GCA	PSE	Tag Code	LCA

Contact Information	
PSE Code	
PSE Contact	
PSE Phone	
PSE Fax	
Gen Contact	
Gen Phone	
Gen Fax	
Loan Contact	
Load Phone	
Load Fax	
Comment	

Start Date:	
Stop Date:	
Time Zone:	
Transaction	

Requests				
	Req	Type	Time	Status

Market Path			
PSE	Product	Contract	Misc (Token/Value)

Physical Path							
CA	TP	PSE	POR	POD	Sched Entities	Contract	Misc (Token/Value)

Energy and Transmission Profiles								
MW (out of)								
Date	Start	Stop	Gen	EES			Ramp Dur.	
			MW	Trans		MW	Start	Stop

Transmission Allocation			
TP	Owner	Product	OASIS

Loss Accounting					
TP	Start Time	Stop Time	Type	Contract Number	Tag ID

**Schedule 5.1(g)**

**Start-up Procedures and Constraints for each Unit**

Maximum Start-ups with No Start-up Payments Assessed:

Day \_\_\_\_\_

Contract Year \_\_\_\_\_

Start-up Notification Lead Times:

Hot Start: \_\_\_\_\_ minutes

Cold Start: \_\_\_\_\_ minutes

Minimum Run Time: \_\_\_\_\_ hours

Minimum Dispatch Level: \_\_\_\_\_ MW

Minimum Downtime: \_\_\_\_\_ hours

**Schedule 6.2**

**Planned Maintenance**

[To be supplied by Seller]

**Schedule 8.1**

**Guaranteed Ramp Rate**

-X-

*This Model Contract is not an offer or an agreement to purchase or to supply any product or service and is subject to the Reservation of Rights set forth in the Fall 2004 RFP and subject to the terms and acknowledgements set forth in the Proposal Submission Agreement.*

**Schedule 8.4**

**Outstanding Approvals**

As of the Transaction Date:

Buyer:

Seller: