

Solar For Schools Agreement

This Solar for Schools Agreement ("Agreement") is entered into between the Parties listed herein on the date of execution by each Party for the purpose of developing and operating an electric generating facility solely utilizing solar technology that seeks to comply with and deliver energy pursuant to Entergy Mississippi, LLC's ("Entergy Mississippi") Public K-12 Solar for Rate Schedule SFS-1 ("Schedule SFS-1"). Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Commission's Mississippi Distributed Generation Rule and Mississippi Distributed Generator Interconnection Rule, the Agreement for Interconnection and Purchased Power and Environmental Attributes from a Solar for Schools Resource ("Solar for Schools Standard PPA") or Schedule SFS-1.

Entergy Mississippi

Representative:

Address:

Phone:

Email:

School District:

Representative:

Address:

Phone:

Email:

The Solar for School facility subject to this Agreement (the "Facility") is expected to have the following characteristics:

Site Location (latitude and longitude):

Total System Capacity (kW-DC):

Interconnection Location:

Initial Delivery Date:

Required Initial Delivery Date:

By execution of this Agreement, the Parties have agreed to the following terms and conditions in addition to those contained in Rate Schedule SFS-1:

1. The School District shall designate in the table below each of the School District's existing Entergy Mississippi billing accounts that it seeks to aggregate for SFS-1 billing purposes.

1.	2.	3.
4.	5.	6.
7.	8.	9.
10.	11.	12.
13.	14.	15.
16.	17.	18.
19.	20.	21.
22.	23.	24.
25.	26.	27.
28.	29.	30.
31.	32.	33.
34.	35.	36.
37.	38.	39.
40.	41.	42.
43.	44.	45.
46.	47.	48.
49.	50.	51.
52.	53.	54.
55.	56.	57.
58.	59.	60.

2. School District agrees to pay the invoiced costs paid by EML to Seller under any Solar for Schools Standard PPA presented by School District to EML for execution.

3. EML agrees to credit to School District the monthly credit associated with this Agreement consistent with EML's Schedule SFS-1.

SCHOOL DISTRICT

By: _____

Title: _____

Mailing Address:

ENTERGY MISSISSIPPI, LLC

By: _____

Title: _____

Mailing Address:

P.O. Box 1640

Jackson, MS 39215-1640

**AGREEMENT FOR INTERCONNECTION AND
PURCHASED POWER AND ENVIRONMENTAL ATTRIBUTES
FROM
A SOLAR FOR SCHOOLS RESOURCE
BETWEEN**

**AND
ENTERGY MISSISSIPPI, LLC**

EFFECTIVE AS OF _____, 20__

AGREEMENT FOR PURCHASED POWER AND ENVIRONMENTAL ATTRIBUTES FROM
A SOLAR FOR SCHOOLS RESOURCE
BY AND BETWEEN

and

ENTERGY MISSISSIPPI, LLC

THIS AGREEMENT is made this ____ day of _____, 202_ (“Effective Date”), between _____, hereinafter called the “Seller” and Entergy Mississippi, LLC, a Texas limited liability company qualified to do business in the State of Mississippi, hereinafter called the “Company.” Seller and Company each may be referred to herein as a “Party,” or collectively as “Parties.”

WITNESSETH:

WHEREAS, Seller plans to construct, own and operate a Solar for Schools Resource facility for the benefit of the [] School District (the “School District”) that meets the eligibility requirements of the Company’s Public K-12 Solar for Schools Rate Schedule SFS-1 (“Schedule SFS-1”), and meets all other applicable rules and regulations of the Mississippi Public Service Commission (“MPSC” or “Commission”), and operated in accordance therewith; and,

WHEREAS, Seller wishes to sell, and Company is obligated to purchase, electric energy, capacity and environmental attributes from such facility in accordance with Schedule SFS-1 and rules and regulations of the appropriate regulatory authorities; and,

WHEREAS, Seller requires an interconnection to sell electric energy to Company, and Company is willing to provide that interconnection in accordance with the terms of this Agreement.

NOW, THEREFORE, and in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE I – DEFINITIONS

Whenever used in this Agreement for Purchased Power from a Solar for Schools Resource, the following terms shall have the following meanings:

“Affiliate” - for any specific person, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, “control” when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Agreement - This Agreement for Interconnection and Purchased Power from a Solar for Schools Resource by and between Seller and Company.

ANSI - American National Standards Institute

As Available - Unit-contingent Capacity, Energy, and Environmental Attributes that are not directly amenable to scheduling or are not controllable by the generating resource.

Capacity - The megawatt output level that the generating unit is capable, as of a given moment, of continuously producing and making available at the Delivery Point, taking into account the restrictions on operation, the operating condition of the equipment at that time, the auxiliary loads, and other relevant factors.

Company's System - All the facilities owned or controlled by the Company on the Company's side of the Point of Interconnection related to the provision of electric service, including, but not limited to, the Company's generation, distribution, transmission, and interconnection facilities.

Conditions Precedent - The fulfillment of all of the following to Company's reasonable satisfaction: (i) Seller's Facility has been interconnected to Company's System pursuant to the terms of this Agreement; and (ii) Seller has demonstrated that it has obtained all authorizations necessary to deliver Energy from Seller's Facility to Company's System.

Delivery Point - The point at which deliveries of Capacity and Energy from Seller to Company under the Agreement are required to be made and measured, which may be at the Point of Interconnection.

Delivery Term - The period of time during which Seller agrees to sell and deliver and Company agrees to purchase and accept Energy from Seller's Facility pursuant to the terms of this Agreement.

Delivery Term Commencement Date - The later of: (i) the day on which Seller's Facility achieves commercial operation; and (ii) the day on which all Conditions Precedent are achieved or satisfied.

Emergency - Any abnormal condition on the Company's System that requires automatic or immediate manual action to prevent or limit loss of transmission or distribution facilities or generation supply which loss could adversely affect the reliability of the Company's System or the systems to which the Company's System is directly or indirectly connected, or any circumstance under which the MPSC would allow the curtailment of As Available generation. The inability of Company to meet its load requirements because of insufficient generation resources shall not constitute an Emergency.

Energy - Non-firm electric energy expressed in kilowatt-hours generated by the Facility, delivered and sold to Company.

Environmental Attributes - All current or future Renewable Energy Credits and all other current or future environmental attributes associated with the Company-purchased output of the Seller's Facility contracted to Company or the generation of Energy from the Seller's Facility, including any environmental attributes related to the avoidance of the emission of any gas (including carbon dioxide and other greenhouse gases), chemical or other substance into the environment.

Facilities Charge - When the Company by separate agreement furnishes and maintains substation(s) and related facilities at the Point of Interconnection serving the Seller, or when the Seller requests and Company agrees to install facilities, the Seller will pay to the Company a net

monthly Facilities Charge based on the investment by Company in such facilities. The net monthly Facilities Charge for all facilities provided and maintained by the Company and included in contracts will be billed in accordance with Company's Service Policy.

Good Utility Practice - Any of the practices, methods, and acts engaged in or approved by a significant proportion 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 in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts.

Interconnection Facilities - All facilities presently in place or presently proposed to be installed or required to be installed in the future in order to interconnect and deliver power from Seller's Facility to Company's System including, but not limited to, connection, transmission, distribution, engineering, administrative, transformation, switching, metering, and safety equipment. Interconnection Facilities shall include any additions and/or reinforcements to Company's System that the Company, in a reasonable exercise of its judgment, deems to be necessary.

IEEE - Institute of Electrical and Electronics Engineers.

Interconnection Service - The services provided by the Company to interconnect the Seller's Facility with the Company's System pursuant to the terms this Agreement.

Metering Point - The Delivery Point where the Metering Facilities of the Company measure the electric Energy delivered to Company by Seller.

MISO Tariff - The Midcontinent Independent System Operator, Inc. Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto.

NEC - National Electric Code

NEMA - National Electric Manufacturer's Association

NERC - North American Electric Reliability Corporation

Operation Date - The day commencing at 00:01 hours, following the day during which Interconnection Facilities and equipment of Seller's Facility have been completed to Company's and Seller's mutual satisfaction and energized in parallel operation of Company's and Seller's systems as confirmed in writing.

Point of Interconnection - The point where the conductors of Company connect to the conductors of Seller.

Renewable Energy Credits ("RECs") - Any and all renewable energy credits, renewable energy or green certificates, green tags and other fuel, emissions, air quality or other environmental characteristics, credits, benefits, reductions, offsets, and allowances arising out of any applicable law or out of any voluntary rules, guidelines, or programs, including any such applicable law or voluntary rule, guideline, or program relating to any avoided, reduced, displaced, or off-set emissions of sulfur dioxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), mercury

(Hg), soot, particulates, carbon dioxide (CO2), and any other greenhouse gas (GHG) or pollutant that is now or may in the future be regulated under applicable laws or any voluntary rules, guidelines, or programs.

Seller's Facility - That qualifying solar generation facility described in Article II of this Agreement. Seller's Facility may sometimes be referred to herein as "Facility."

SERC – SERC Reliability Corporation

Special Facilities - Those certain Interconnection Facilities presently in place, presently proposed to be installed, or required to be installed in the future, which Facilities were installed or will be installed and will be maintained by Company, but at Seller's expense.

System Protection Facilities - The equipment required to protect (1) Company's System and its customers from faults occurring at Seller's Facility or system, and (2) Seller's Facility from faults occurring on Company's System or on the system of others to which Company's System is directly or indirectly connected.

Tax Credits – means any and all (i) investment tax credits provided for pursuant to Section 48 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) production tax credits provided for pursuant to Section 45 or Section 45Y of the Code, and (iii) similar tax credits or grants under federal, state, or local law relating to the construction, ownership, or production of Energy from the Facility.

ARTICLE II - SALE OF POWER

- A. Seller agrees to sell and deliver and Company agrees to purchase and accept, subject to the terms and conditions of this Agreement and Schedule SFS-1 such Energy, Capacity and Environmental Attributes as Seller makes available from the Facility at any given time, up to the nameplate rating of the Facility as stated in Article II(B).
- B. Seller's _____ kilowatt ("kW") Facility located at _____ shall be the source of the Energy, Capacity and Environmental Attributes referred to above.
- C. The Company's obligation to purchase and accept such Energy is contingent upon the Seller demonstrating that it meets all applicable requirements of Schedule SFS-1.
- D. Company shall not be required to take or pay for Energy it is permitted to refuse under the terms of this Agreement, Schedule SFS-1 or any other applicable regulatory requirement.
- ~~D.E.~~ Company shall be responsible for any and all third-party costs incurred by either Company or Seller related to the certification and transfer of Environmental Attributes from Seller to Buyer. Company will not pay Seller for any internal administrative costs of Seller incurred in satisfying Seller's obligations related to certification and transfer of Environmental Attributes.

ARTICLE III – DELIVERY TERM COMMENCEMENT DATE; DELIVERY TERM; TERMINATION

- A. Seller shall notify Company of the estimated Delivery Term Commencement Date at least [] days prior to such date.
- B. Seller shall provide Company with prompt notice after the Conditions Precedent have been satisfied.
- C. If the Delivery Term Commencement Date does not occur within ____ months of the effective date of this Agreement, this Agreement shall terminate without further action by the Parties and neither Party shall have any further obligations under this Agreement, except for any obligations and liabilities that survive termination as provided in this Agreement or which accrue prior to or upon termination.
- D. This Agreement shall be binding upon execution and shall have a term that ends at the end of the Delivery Term. The “Delivery Term” of this Agreement shall begin on the Delivery Term Commencement Date and shall continue for twenty-five (25) years from the Delivery Term Commencement Date (“Initial Term”); provided, however, if the School District terminates any agreement entered into with Seller required in connection with the performance of Seller’s obligations under this Agreement, Seller shall promptly notify Buyer in writing of the effective date of such termination and purchases by Company of Energy from Seller shall be made pursuant to the rate set forth in the then-current Schedule QF. If Seller is able to enter into an agreement similar to the agreement being terminated with another school district and notifies Buyer in writing thereof then any purchases shall be subject to provisions in Section IV. this Agreement shall terminate ninety (90) days after the effective date of such termination; provided, further, that, notwithstanding anything to the contrary, (i) this Agreement shall not terminate pursuant to the foregoing provision if, prior to the Delivery Term Commencement Date, Seller enters into an agreement similar to the agreement being terminated with another school district and notifies Buyer in writing thereof prior to the expiration of such ninety (90)-day period and (ii) Buyer shall reserve the capacity allocated to Seller under this Agreement during such ninety (90)-day period. At the expiration of the Initial Term, any purchases by Company of Energy from Seller shall be made pursuant to the rate set forth in the then current Schedule QF. If, for any reason, delivery and/or payment therefore are suspended, delivery and payment shall promptly resume upon correction or elimination of the condition that gave rise to the suspension.

ARTICLE IV - PURCHASE PRICE AND METHOD OF PAYMENT

- A. The purchase price applicable to Energy, Capacity and Environmental Attributes from the Seller’s Facility to Company (referred to as the “Negotiated Pricing”) will be either:
- OPTION 1: \$____ per kilowatt-hour, or;
OPTION 2: ____% of the Company’s current Avoided Cost of Wholesale Power based on the Company’s Schedule NEM-2, plus ____% of 2.5 cents per kWh representing the Distributed Generation Value, plus ____% of the additional 2.0 cents per kWh specific to Schedule SFS-1.
- B. Company will prepare an invoice monthly reflecting the total Energy (kWh), if any, purchased at the Negotiated Pricing and submit the invoice along with any payment, if applicable, to Seller 30 days after the Company’s meter is read.

ARTICLE V - GENERAL TERMS AND CONDITIONS

A. ELECTRIC SERVICES SUPPLIED BY COMPANY

This Agreement does not provide for any electric service by Company to Seller's Facility. If Seller requires electric service from Company for the Facility, Seller shall enter into separate contract arrangements with Company in accordance with Company's applicable electric tariffs on file with and authorized by the appropriate regulatory authority; a Facilities Charge may be a part of such electric service. If Seller contracts separately for retail electric service from Company, such electric service may be provided through the same Point of Interconnection described in this Agreement and may be metered via the same meter or meters described in Section V(B)(3)(a) below; however, Seller's Energy in a given hour shall not be permitted to offset Seller's Energy use in any other hour.

B. CONSTRUCTION

1. Land Rights

Seller agrees to furnish at no cost to Company all necessary rights of way upon, over, under, and across lands owned or controlled by Seller and/or its Affiliates for the construction and operation of necessary lines, substations, and other equipment to accomplish interconnection under this Agreement and shall, at all reasonable times, give the Company, or its agents, free access to such lines, substations, and equipment. An accessible, protected, and satisfactory site selected upon mutual agreement by the Parties and located on the Seller's premises shall be provided by and at the Seller's expense for installation of metering devices, unless Company elects to install meters on poles or other locations controlled by it. Seller grants to Company at all reasonable times, and upon advanced written notice except in the event of an Emergency (in which case prior notice is not required), the right of free ingress and egress to Seller's premises for the purpose of installing, testing, reading, inspecting, repairing, operating, altering, or removing any of Company's property located on Seller's premises or for other purposes necessary to enable Company to receive Energy or determine Seller's compliance with this Agreement. If any part of Company's facilities are to be installed on property owned by or under the control of any person other than Seller, Seller shall, if Company is unable to do so without cost to Company, procure from the owners thereof all necessary permanent rights of way and easements, in a form satisfactory to Company, for the construction, operation, maintenance and replacement of Company facilities upon such property. In the event Seller is unable to secure them (a) by condemnation proceedings or (b) by other means, Seller shall reimburse Company for all costs incurred by Company in securing such rights.

2. Facility and Equipment Design and Construction

- a. Seller shall be obligated to design, construct, install, own, operate, and maintain Seller's Facility and all equipment needed to generate and deliver Energy specified herein, except for any Special Facilities constructed, installed, and maintained by Company. Seller's Facility and equipment shall meet all requirements of applicable codes, including, without limitation, those of IEEE, NEMA, ANSI, and NEC, and further, shall meet all requirements of any duly constituted regulatory authority having jurisdiction. Seller shall submit all

specifications for Seller's Facility and equipment, including System Protection Facilities, as defined in Article I and more fully described in Article V, Paragraph C(2) of this Agreement, to Company for review prior to connecting said Seller's Facility and equipment to Company's System. Company's review of Seller's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability, or reliability of Seller's Facility or any of the equipment. Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Seller's Facility or equipment, nor shall Company's acceptance be deemed to be an endorsement of any Facility or equipment. Seller agrees to make changes to its Interconnection Facilities as may be reasonably required to meet changing requirements of Company's System. It is agreed that such necessary changes will be made by each Party to its facilities on its respective side of the Point of Interconnection, at its own expense. Company agrees to give Seller advance written notice of the time such changes are to be completed, and a reasonable opportunity for Seller to accomplish these changes. Contemporaneous with such notice, Company shall supply complete engineering information and specifications for Seller to use in determining what changes will be necessary on Seller's side of the Point of Interconnection.

- b. Seller shall be obligated to construct, install, own and maintain any facilities on the Seller's side of the Point of Interconnection, which may be required for Company to receive Energy from Seller's Facility. Company's Interconnection Facilities shall be of a size to accommodate the delivery of the power and Energy designated in Article II(B) of this Agreement. In the event it is necessary for Company to install any Special Facilities that are essential to accomplish the purposes of this Agreement, Company may, at its option, require a contribution, Facilities Charge, or other compensation to make such facilities available to Seller.

3. Metering

- a. Company shall provide, install, own and maintain metering. Metering quantities may be provided to Seller in digital media or form. All costs associated with either the initial installation of metering or any changes requested by Seller to metering shall be borne by Seller.
- b. The Company's meters shall be located physically at the Point of Interconnection. In the event, and to the extent, that the Company's meters used to determine the total Energy output of the Seller's Facility are not measuring deliveries of Energy physically at the Point of Interconnection, the metered amount of Energy shall be adjusted to or from the Point of Interconnection (as applicable) by a loss factor determined by the Company, in accordance with Good Utility Practices. Company shall provide Seller with a copy of any study or analysis prepared by Company in determining such loss factor.
- c. Seller shall have the right, but shall have no obligation or responsibility, to install, own and maintain, at its own expense, metering separate, apart and distinct from that of Company.

C. OPERATION

1. Reactive Power

- a. In association with Energy generated by Seller for sale to Company, Seller shall operate its generating system so as to maintain a power factor as near 100% as practicable for Energy flowing across the Point of Interconnection.
- b. In the event that Seller does not supply its own reactive power, the Seller shall be metered and billed for the resulting VAR flow pursuant to the Company's applicable rate schedule, if any such rate schedule would apply to Seller's Facility.

2. Protection and System Quality

- a. It shall be Seller's obligation, at its expense, to install or have installed and keep operative System Protective Facilities, including such protective and regulating devices as are identified by order, rule or regulation of any duly constituted regulatory authority having jurisdiction, or as are otherwise necessary to protect personnel and equipment and to minimize deleterious effects to Company's electric service operation. Any such protective or regulating devices that may be required on Company's facilities shall be installed by Company at Seller's expense, with Company being permitted to collect the cost of such devices by deducting that amount from the payment that otherwise would have been made to Seller for Energy sales during one or more months.
- b. Requirements for Protection - In compliance with applicable NERC, SERC, and MISO requirements, Seller shall provide, install, own, and maintain relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of Seller's Facility to any short circuit occurring on Company's System not otherwise isolated by Company equipment, provided Seller has the right to terminate the Agreement should the cost exceed \$_____. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability to be located between Seller's Facility and the Company's System at an accessible, protected, and satisfactory site selected upon mutual agreement of the Parties. Seller shall be responsible for protection of its Facilities and equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Seller shall be solely responsible for provisions to disconnect its generation when a disturbance on the Company's System results in Seller's generation becoming isolated from Company's generation.
- c. System Quality
 - i. Seller's Facility and equipment shall not cause excessive voltage excursions nor cause the voltage to drop below or rise above the extent of the range maintained by Company without Seller's Facility. Seller's Facility and equipment shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves.

- ii. Excessive voltage excursions, excessive voltage flicker, and excessive distortion to the sinusoidal voltage or current waves shall be determined in accordance with the applicable sections of the Company's most current Standard & Engineering Services Guideline, Electric Standard No. DR07-01, which Standard shall be provided to Seller by Company at Seller's request. Failure by Seller to operate the Facility within the limits set forth in this Agreement and the referenced Standard may result in immediate disconnection by Company of Seller's Facility from Company's System.
- iii. The operating frequency of the Seller's Facility shall not deviate more than +0.5 Hertz ("Hz") or -0.7 Hz from a 60 Hz base. The Seller shall automatically disconnect the Facility from the Company's System within 15 cycles if this frequency tolerance cannot be maintained. The Seller may reconnect when the Company's System voltage and frequency return to normal range and the system is stabilized.
- iv. In accordance with IEEE 519 the total harmonic distortion ("THD") voltage shall not exceed 5.0% of the fundamental 60 Hz frequency nor 3.0% of the fundamental frequency for any individual harmonic when measured at the Point of Interconnection with the Company's System.
- d. Inspection - Company shall have the right, but shall have no obligation or responsibility to: i) observe Seller's tests and/or inspection of any of Seller's protective equipment; ii) review the settings of Seller's protective equipment; and iii) review Seller's maintenance records relative to Seller's Facility and/or protective equipment. The foregoing rights may be exercised by Company from time to time as deemed necessary by Company upon reasonable notice to Seller. However, the exercise or non-exercise by Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of Seller's Facility or protective equipment or the operation thereof, nor as a warranty as to fitness, safety, desirability, or reliability of same.
- e. Switching and Tagging Rules - The Parties shall abide by their respective switching and tagging Rules for obtaining clearances for work or for switching operations on equipment. With regard to facilities used jointly or in common, the Parties will follow mutually agreeable Switching and Tagging Rules in order to obtain clearances for work on equipment requiring switching of both Parties' facilities. The Parties will adopt mutually agreeable Switching and Tagging Rules by a mutually agreeable date prior to the Facility's commencement of commercial operation.

3. Meters

- a. Company shall, at Company's expense, inspect and test all Company-owned meters upon their installation and at least once every two years thereafter. If requested to do so by Seller, Company shall inspect or test a meter more frequently than every two years, at the expense of Seller. Company shall give reasonable notice of the time when any inspection or test shall take place, and Seller may have representatives present at the test or inspection. If a meter is

found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Seller's expense, in order to provide accurate metering.

- b. If a meter fails to register, or if the measurement made by a meter during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, adjustment shall be made correcting all measurements made by the inaccurate meter for:
 - i. the actual period during which inaccurate measurements were made, if the period can be determined, or if not,
 - ii. the period immediately preceding the test of the meter equal to one-half the time from the date of the last previous test of the meter; provided, that the period covered by the correction shall not exceed six months.

If hourly readings and daily Energy readings are available and if such data are requested by Company, Seller shall report same to Company's representatives as designated pursuant to Article V, Paragraph C(4) of this Agreement, by electronic means, on a schedule to be agreed upon by the Parties.

At Company's discretion, and at Seller's expense, and in accordance with Article V (C)(4)(b) of this Agreement, Seller's Energy production information shall be telemetered to a location designated by Company.

4. Communications

- a. At Seller's expense, Seller shall maintain operating communications with Company's System dispatcher or representative, as designated by Company. Any required maintenance of such communications equipment shall be performed at Seller's expense, but may be performed by Seller or by Company. The operating communications shall include, but not be limited to, system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- b. At Company's discretion and upon reasonable notice to Seller, a Remote Terminal Unit ("RTU") shall be installed by Seller, or by Company at Company's expense, to gather accumulated and instantaneous data to be telemetered to a location designated by Company. Seller shall put forth reasonable efforts to install or facilitate installation of such equipment as soon as practicable, provided that installation shall be accomplished within a time period of no more than one hundred and eighty (180) days following said notice by Company. The communication protocol for this link will be specified by Company. Instantaneous analog watt and VAR flow information must be telemetered directly to such location.
- c. Company shall communicate to Seller, in writing, all telephone numbers necessary to contact Company's on-duty representative, department and department supervisor.

5. Outages

- a. Notification of Scheduled Outage. Seller shall notify Company of scheduled outage dates (start and finish) at least 24 hours in advance thereof. Absent the existence or imminence of an Emergency, Seller shall use reasonable efforts to schedule its Facility's removal from service on a date that is mutually acceptable to Seller and Company, in accordance with Good Utility Practice.
- b. Restoration after Scheduled Outage - In the event that a scheduled outage of Seller's Facility adversely affects Company's System or facilities, Seller shall use reasonable efforts to promptly restore its Facility to service in accordance with Good Utility Practice and in accordance with its schedule for the work that necessitated the scheduled outage.
- c. Restoration after Unplanned Outage - In the event of an unplanned outage of Seller's facility that adversely affects Company's System or facilities, Seller shall use reasonable efforts to promptly restore its Facility to service in accordance with Good Utility Practice.

6. Disconnection

- a. Disconnection in Event of Emergency - Company and Seller shall have the right without notice to disconnect the Interconnection Facilities if, in either the Company's or Seller's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons, Company's System or facilities, Seller's Facility, or the facilities of Company's other customers from damages or interference caused by Seller's Facility, or lack of proper or properly operating protective devices. For purposes of this Article V, Paragraph C(6), protective devices may be deemed by Company not to be properly operating if Company's review under Article V, Paragraph C(2)(d) ("Inspection") discloses irregular or otherwise insufficient maintenance on such devices or that maintenance records do not exist or are otherwise insufficient to demonstrate that adequate maintenance has been and is being performed.
- b. Disconnection after Agreement Terminates - Upon termination of this Agreement by its terms, Company may disconnect the Facility from the Company's System in accordance with a plan for disconnection upon which Company and Seller agree.

D. ADJUSTMENTS

In the event adjustments to billing statements are required as a result of measurements made by inaccurate meters, the Parties shall use the corrected measurements described in Article V, Paragraph C(3)(b) to compute the amounts due from or to Company for the Energy delivered under this Agreement during the period of inaccuracy. If the total amount, as computed, due from a Party for the period of inaccuracy varies from the total amount due as previously computed, and the payment of the previously computed amount has been made, the difference in the amounts shall be paid to the Party entitled to it within thirty (30) days after the paying Party is notified of the recomputation.

E. CONTINUITY OF SERVICE

1. Company shall not be obligated to accept, and Company may require Seller to curtail, interrupt, or reduce deliveries of Energy if such delivery of Energy affects Company's ability to construct, install, maintain, repair, replace, remove, investigate or inspect any of its equipment or any part of its System or if it determines that curtailment, interruption or reduction is necessary because of an Emergency, forced outages, operating conditions on its System or for any reason otherwise permitted by applicable rules or regulations (such as Company's Service Policy) promulgated by a regulatory agency having jurisdiction over such matters. Company shall use reasonable efforts to cause such curtailment, interruption, or reduction to be made only during Company's non-peak load periods.
2. Except in case of Emergency, in order not to interfere unreasonably with the other Party's operations, the curtailing, interrupting, or reducing Party shall give the other Party reasonable prior notice of any curtailment, interruption, or reduction, the reason for its occurrence, and its probable duration. Seller always shall notify Company promptly of any complete or partial outage of Seller's Facility.
3. If Company determines that curtailment, interruption or reduction is necessary because of forced outages or any other operating conditions on its System or for any reason otherwise permitted by applicable ruling of governmental authority or law, Company may interrupt the receipt of Energy from Seller upon providing immediate telephone notice, or other appropriate notice, to Seller followed by a written notice describing the reasons for and the estimated period of interruption. If a disconnection, curtailment, interruption or reduction occurs due to equipment failure on the Company side of the Point of Interconnection (or otherwise maintained by Company), then Company shall use its reasonable efforts to mitigate the extent and duration of the disconnection, curtailment, interruption or reduction and provide any information reasonably requested by Seller to evaluate the causes of the event after any such situation has been resolved. Except in case of Emergency, in order not to interfere unreasonably with the other Party's operations, the curtailing, interrupting or reducing Party shall give the other Party reasonable prior notice of any curtailment, interruption or reduction, the reason for its occurrence and its probable duration. In the case of an Emergency, the curtailing, interrupting or reducing Party shall provide such information as soon as reasonably possible after any emergency situation has been resolved.
4. Notwithstanding subsection 1 above, the Company may suspend receipt of deliveries, purchases, and payment hereunder if the Seller's failure to comply with this Agreement adversely affects the Company's operations, .

F. FORCE MAJEURE

1. The term "Force Majeure" as used herein shall mean an event, occurrence, or circumstance beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, including, but not limited to, acts of God, acts of war (declared or undeclared) or the public enemy, flood, earthquakes, storms, fire, lightning, epidemics, riots, civil disturbances, sabotage, explosion, curtailments, orders, regulations or restrictions imposed by governmental or military, or lawfully established civilian authorities, labor dispute (including strikes by employees of one of the Parties hereto) or any other event or cause which is beyond the claiming Party's reasonable control, and which wholly or in part prevents the claiming party from performing its obligations under

this Agreement. Mere economic hardship of a Party shall not constitute "Force Majeure." The Party unable to carry out an obligation, imposed on it by this Agreement, due to "Force Majeure," shall notify the other Party in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

2. Company shall not be responsible for any non-performance under the Agreement or failure to purchase Energy under the Agreement due to "Force Majeure" whether occurring on Company's System or any connecting electric system affecting Company's operations. Company shall be excused from whatever performance is affected only while a "Force Majeure" situation exists and Company attempts in good faith to alleviate such situation.
3. If either Party, because of "Force Majeure," is rendered wholly or partially unable to perform an obligation imposed on it by this Agreement, except for the obligation to make payments of money, the affected Party shall be excused from whatever performance is affected, but only while a "Force Majeure" situation exists and Seller attempts in good faith to alleviate such situation.

G. INDEMNITY

1. Seller agrees to fully indemnify and hold Company, its shareholders, directors, partners, stakeholders, officers, managers, agents, representatives, employees, servants, its affiliated and associated companies, their respective shareholders, directors, partners, stakeholders, officers, managers, agents, representatives, employees, servants and/or their assigns, harmless from and against any and all claims, demands, liability, losses, damage, costs or expenses (including reasonable attorneys' fees and other costs of defense), of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liability for personal injury to (including death of) any person whomever (including payments and awards made to Seller's employees or other under any workers' compensation law or under any plan for employees' disability and death benefits) and for damage to any property whatsoever (including Seller's Facility and Company's System) arising out of or otherwise resulting from the use, ownership, maintenance or operation of Seller's Facility or Seller's Interconnection Facilities, regardless of whether such claims, demands, or liability are alleged to have been caused by negligence or to have arisen out of Company's status as the owner or operator of facilities involved; provided, however, that the provisions of this Section V(G)(1) shall not apply if any such personal injury or property damage is held to have been caused by the gross negligence or the willful misconduct of Company, its agents or employees.
2. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, or loss of use of revenues or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement.

H. WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

I. ASSIGNMENT

1. Restrictions on Assignment. Subject to Section V(I)(2), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge that it is reasonable for Company to withhold its consent to an assignment proposed by Seller where, in Company's reasonable judgment, the proposed assignee does not have the financial capability or experience necessary to operate and maintain solar photovoltaic systems such as the Facility.

2. Permitted Assignments. Notwithstanding Section V(I)(1), (i) Company may assign this Agreement or any portion thereof to any Affiliate without the prior written consent of Seller, and (ii) Seller may, without the prior written consent of Company, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement or the Facility to (a) any Financing Party (as defined below), (b) any entity through which Seller is obtaining financing or capital from a Financing Party, or (c) any Affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an Affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument.

3. Financing. The Parties acknowledge that Seller may obtain debt or equity financing, including tax equity financing, or other credit support from one or more lenders, investors, or other third parties (each a "Financing Party") in connection with the installation, construction, ownership, operation, and maintenance of the Facility. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Company shall use commercially reasonable efforts to timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels that may be reasonably requested by Seller or the Financing Parties; provided, that in responding to any such request, Company shall have no obligation to enter into any agreement that adversely affects any of Company's rights under this Agreement. Seller shall reimburse Company for the direct expenses (including the fees and expenses of counsel) incurred by Company in the preparation, negotiation, execution, and/or delivery of any documents requested by Seller or Financing Parties and provided by Company pursuant to this Section V(I)(3).

J. GOVERNMENTAL JURISDICTION AND AUTHORIZATION

1. This Agreement shall not become effective until all required governmental authorizations and permits are first obtained and copies thereof are submitted to the Company; provided that this Agreement shall not become effective unless it, and all provisions thereof, is authorized and permitted by such governmental agencies without change or condition.
2. This Agreement is subject to present and future valid laws and valid orders, rules and regulations of duly constituted regulatory authorities having jurisdiction. This Agreement shall not become effective until approved by the Commission, to the extent such approval is required, and/or accepted by any other regulatory bodies having jurisdiction in the premises, if any. Each party expressly reserves, however, the right to

appeal and otherwise contest any change ordered by a governmental agency or court having jurisdiction in the rights, terms or conditions specified in this Agreement.

K. STATUTORY OR REGULATORY CHANGES

1. The Parties recognize and hereby agree that Company is entering into this Agreement to implement the statutory and regulatory requirements relating to Solar for School Resources presently in force under state law. If, during the term hereof, such statutory or regulatory requirements change (including, without limitation, legislative, administrative or judicial changes, interpretations or reinterpretations, whether involving Company's participation or not) in such a way as to reduce, limit, modify, or remove the requirement that Company accept and pay for electric energy tendered from the Solar for School Resource, then Company shall have the right, upon ninety (90) days written notice, to reduce, limit, modify, or eliminate its purchases and takes of energy delivered hereunder, to the same extent permitted or required by such change in statutory or regulatory requirements. Seller may at its option supply or sell all or any part of such energy to any lawful purchaser to the full extent permitted by applicable law.
2. This Agreement has been entered into in accordance with relevant rules of the MPSC currently in force; however, if any federal, state or regulatory authority, including without limitation the MPSC, should for any reason enter an order, modify its rules or Company's tariff, or take any action whatever, having the effect of disallowing Company's recovery in its rates, fuel cost recovery factor, purchase power recovery factor, or otherwise, of all or any portion of the cost of purchases hereunder (except where such disallowance is due to Company's failure to seek recovery or comply with procedural requirements governing recovery of such costs), Company may, at its option, suspend any affected portion(s) of payment obligations hereunder pending approval of a superseding order, modified rules or tariff for Company, or other action that would permit timely recovery of such costs. During such suspension, Seller may make any lawful disposition it elects of the energy for which payment has been suspended to the full extent permitted by applicable law. Company and Seller obligate themselves to all good faith efforts necessary to expedite the establishment, if possible, of such superseding order, approval of modified rules or tariffs, or other action so as to allow the earliest possible resumption of full, or failing that, adjusted payments hereunder. Should any such government or regulatory action hereunder become final and unappealable:
 - a. Seller shall indemnify Company (including interest at a rate equal to the "Prime Rate" for domestic banks, as published in The Wall Street Journal (Northeast edition) in the "Money Rates" section, in effect on the date payment is due, plus one percent (1%) per annum, not to exceed the maximum rate allowed by applicable law) to the extent of any prior payments for energy made to Seller, the recovery of which is prevented by such government or regulatory action; or
 - b. Company may, at its option, upon at least fourteen (14) days prior written notice to Seller, and within thirty (30) days following the date on which such government or regulatory action hereunder becomes final and unappealable, reduce Seller's payments hereunder to a level that will allow Company complete recovery thereof; or
 - c. Seller may, at its option, upon at least fourteen (14) days prior written notice to Company, and within thirty (30) days following the date on which such

government or regulatory action hereunder becomes final and unappealable: (i) terminate this Agreement in whole or in part, or (ii) reduce its deliveries of energy to a level that will allow Company complete recovery thereof.

3. This Article V(K) shall survive termination of this Agreement for a period of two (2) years after the effective date of termination.
4. Nothing in this Agreement is intended to preclude Seller from transmitting on Company's system, subject to terms and conditions to be agreed upon by the Parties in accordance with any applicable rules and regulations, any energy for which payment has been suspended pursuant to this Article V(K).

L. HEADINGS NOT TO AFFECT MEANING

The descriptive headings of the various Sections and Articles of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.

M. AMENDMENTS

This Agreement may be amended by and only by a written instrument duly executed by each of the parties hereto.

N. NOTICES

Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out below:

To Company: Entergy Mississippi, LLC
308 East Pearl Street
Jackson, Mississippi 39201
Attention: _____

and

Entergy Services, LLC
2107 Research Forest Drive

The Woodlands, TX 77380
Attention: _____

To Seller: _____

_____, ____
Attention: _____

O. BREACH, CURE AND DEFAULT

1. General. A breach of this Agreement (“Breach”) shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A default of this Agreement (“Default”) shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach in accordance with the provisions of Section V(O)(4) of this Agreement.
2. Events of Breach - A Breach of this Agreement shall include:
 - (a) The failure to pay any amount when due;
 - (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
 - (c) If a Party: (1) becomes insolvent; (2) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) makes a general assignment for the benefit of its creditors; or (4) consents to the appointment of a receiver, trustee or liquidator;
 - (d) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - (e) Failure of either Party to provide such access rights, or a Party’s attempt to revoke or terminate such access rights, as provided under this Agreement; or
 - (f) Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
3. Continued Operation. In the event of a Breach or Default by either Party, the Parties shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, secondary systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the Company to operate and maintain the Company Transmission System, or for the Seller to operate and maintain the Facility, in a safe and reliable manner.
4. Cure and Default. Upon the occurrence of an event of Breach, the Party not in Breach (hereinafter the “Non-Breaching Party”), when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party (the “Breaching Party”) and to any other person a Party to this Agreement identifies in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have thirty (30) days to cure such Breach. If the Breach is such that it cannot be cured within thirty (30) days, the Breaching Party will commence in good faith all steps as are reasonable and appropriate

to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within thirty (30) days of becoming aware of the Breach, the Breaching Party will be in Default of the Agreement.

5. Right to Compel Performance. Notwithstanding the foregoing, upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (a) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (b) exercise such other rights and remedies as it may have in equity or at law.

P. TERMINATION OF INTERCONNECTION SERVICE

1. Expiration of Term. Except as otherwise specified in this Section V(P), Interconnection Service for the Facility terminates at the conclusion of the Term of this Agreement stated in Article III of this Agreement.
2. Termination. A Party may terminate this Agreement upon the Default of other Party. Subject to the limitations set forth in Section V(P)(3) below, in the event of a Default, a non-Defaulting Party may terminate this Agreement only upon its giving of written notice of termination to the other Party.
3. Survival of Rights. Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder.

ARTICLE VI – INSURANCE

Without limiting any obligations or liabilities under this Agreement, Seller shall, at its own expense, provide and maintain, in effect for the life of this Agreement, minimum insurance coverage as follows:

- A. Workers' Compensation Insurance in accordance with all applicable State, Federal, and Maritime laws, including Employer's Liability Insurance in the minimum amount of \$_____. Policy shall be endorsed to include a Waiver of Subrogation in favor of Company and its affiliated and associated companies.
- B. Comprehensive General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement and Personal Injury Coverage, with combined single limit of not less than \$_____ each occurrence. Seller shall furnish to Company an Additional Insured Endorsement with respect to such insurance in a form reasonably acceptable to Company.
- C. Umbrella Liability Policy Insurance, with a limit of not less than \$_____ each occurrence.
- D. All of Seller's policies of insurance shall provide Company with 30 days prior written notice of cancellation, expiration or material adverse change. Prior to the date Seller's facilities are first

operated in parallel with Company's electric system and annually thereafter during the term of this Agreement, Seller shall furnish Certificate of Insurance to Company.

ARTICLE VII - GENERAL PROVISIONS

- A. Company shall not be liable for any costs or damages due to the inability of Seller or its designated representatives to obtain any licenses or permits required by any authority having jurisdiction over such matters.
- B. Seller shall not be liable for any costs or damages due to the inability of Company or its designated representative to obtain any licenses or permits required by any authority having jurisdiction over such matters.
- C. Nothing herein shall be construed to modify any applicable term, condition, right, obligation, or other provision of either the MISO Tariff or Schedule SFS-1. In the event a conflict between the provisions of this Agreement, on the one hand, and either the MISO Tariff or Schedule SFS-1, on the other, the Parties understand and agree that the MISO Tariff and/or Schedule SFS-1 shall control. Seller shall (1) provide Company any information relating to the Facility or the transactions contemplated by this Agreement reasonably requested by Company and (2) cooperate with Company, in each case, in connection with Company's participation in any MISO market and Company's compliance with any applicable MISO requirements.
- D. This Agreement constitutes the entire agreement between the Parties hereto with reference to the subject matter hereof and no change or modification as to any of the provisions hereof shall be binding on either Party unless reduced to writing and approved by the authorized officer or agent of the Seller and the President or a Vice President of the Company. The terms and conditions of this Agreement shall be amended, as agreed to by the Parties, to comply with changes or alterations made necessary by a valid applicable order of any governmental regulatory authority, or any court, having jurisdiction hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the day and year first above written.

ENTERGY MISSISSIPPI, LLC

By: _____

By: _____

Title: _____

Title: _____

WITNESSES

WITNESSES

