

2019 Load Management Measure Customer Agreement

This Agreement is specifically for the Load Management Measure to help address rising energy costs for Entergy Texas, Inc. (“ETI”) customers and is aimed at improving the energy efficiency of buildings and other facilities in the ETI service territory.

For purposes of this Agreement, the term “Partner” shall refer to either an independent third party or shall refer to an ETI commercial customer.

Warranties and Representations

1. By executing this Agreement, Partner warrants and represents that it is aware of, is in compliance with, and will continue to comply for the term of this Agreement with, all of the Agreement Documents (including all requirements as set forth in the 2019 Load Management Handbook) and all applicable laws and regulations related to the Program.
2. Partner warrants and represents that the Project meets all federal, state, and local regulatory requirements, including:
 - The Project will result in consistent and predictable peak demand savings over the term of the Agreement;
 - The Application disclosed all potential adverse environmental or health effects associated with the Project, if any;
 - The Project will not result in negative environmental or health effects; and
 - The Project would not have been implemented in the absence of the Program.
3. Partner acknowledges that it received a copy of the 2019 Load Management Handbook (“Handbook”) prior to submission of its Application. Partner warrants and represents that its participation in the Program has at all times been in compliance with, and will continue to comply for the term of this Agreement with, the procedures and conditions set forth in the Handbook and that any failure to comply therewith may be treated as a breach of this Agreement notwithstanding the fact that such failure occurred prior to the execution of this Agreement. Partner also acknowledges that it meets or exceeds all of the qualifications required to participate in the Program as described in the Handbook and that failure to meet the qualifications therein may be treated as a breach of this Agreement. Procedures or conditions set forth in the Handbook may only be waived or modified by written agreement of the parties. Any such Agreement shall be attached hereto and incorporated herein for all purposes.
4. Partner acknowledges, warrants and represents it and its Affiliates may be limited to 40% of the Incentive Budget for any year of the Project irrespective of the total amount of kW provided by the Curtailments.
5. Partner warrants and represents that any relevant Agreement(s) or agreement(s) between a Customer and ETI concerning electric service to curtailable load do not prohibit or inhibit Curtailments.
6. Partner agrees on and after the Effective Date to use all reasonable efforts to implement the Project without undue delay and otherwise in accordance with the terms of the Agreement Documents. To the extent of any conflict between this Agreement and other Agreement Documents, the terms of this Agreement shall prevail.

7. The Project year may be extended with the agreement of both parties for additional years of participation and incentives.

8. Scheduled and Unscheduled Curtailments shall occur as follows:

A. One Scheduled Curtailment shall be required to be implemented by Partner at each Project Site at the beginning of the Performance Period in each calendar year of the Project. The duration of the Scheduled Curtailment will be one hour.

B. A maximum of four Unscheduled Curtailments shall be required to be implemented by Partner at each Project Site during the Performance Period.

C. Partner acknowledges ETI's membership in the Midcontinent Independent System Operator, Inc. ("MISO") and ETI's obligation to comply with MISO requirements. If MISO anticipates a capacity or energy emergency within the ETI service territory, Partner may be asked to conduct a MISO-Related Unscheduled Curtailment. The duration of the MISO-Related Unscheduled Curtailment may be a minimum of one hour up to a maximum of four hours as determined by ETI in its sole discretion. In the event of a MISO-Related Unscheduled Curtailment, ETI's Load Management Program Administrator will instruct the Partner of the MISO-Related Unscheduled Curtailment. Partner will be notified at least one hour in advance of the MISO-Related Unscheduled Curtailment. If Partner participates in the MISO-Related Unscheduled Curtailment, it will be compensated at the same rate of compensation of an Unscheduled Curtailment. Partner will not be penalized if it elects not to participate in the MISO-Related Unscheduled Curtailment.

D. The duration of the Unscheduled Curtailment may be a minimum of one hour up to a maximum of four hours as determined by ETI in its sole discretion. In the event of an Unscheduled Curtailment, the ETI Load Management Program Administrator will instruct the Partner of the Unscheduled Curtailment. Partner will be notified at least one hour in advance of the Unscheduled Curtailment. If Partner participates in the Unscheduled Curtailment, it will be compensated at the rate of compensation for an Unscheduled Curtailment. Partner will not be penalized if it elects not to participate in the Unscheduled Curtailment.

E. Participation in a MISO-Related Unscheduled Curtailment shall be counted as one of the maximum of four Unscheduled Curtailments, if such requested curtailment occurs during the Performance Period as defined in the Handbook.

F. Scheduled Curtailments (if the Partner elects to participate in such) shall be implemented at the time and for the duration specified by ETI in accordance with the terms of this Agreement.

G. All Scheduled Curtailments, Unscheduled Curtailments and MISO-Related Unscheduled Curtailments (if the Partner elects to participate in such) shall be implemented at the time and for the duration specified by ETI in accordance with the terms of the Program and this Agreement.

H. ETI must notify Partner at least one hour prior to the required start-time of any Scheduled Curtailment, Unscheduled Curtailment or MISO-Related Unscheduled Curtailment by calling the Partner Contact Telephone Number. A representative of Partner must be available to personally answer calls made to the Partner Contact Telephone Number during the Performance Period.

9. Partner may change the Partner Contact Telephone Number by providing notice to the Program Manager of the new Partner Contact Telephone Number a minimum of two business days prior to the date that the new Partner Contact Telephone Number is to become effective. In order for notice of a new

Partner Contact Telephone Number to be valid, Partner must verify that the Entergy Program Manager has actually received such notice by the above-mentioned deadline.

10. By signing this document, partner guarantees they are not participating in any other load management or load curtailment program through Entergy Texas, Inc., or any MISO demand curtailment program within Entergy Texas Inc.'s service territory.

LIMITATIONS TO THE COMPENSATION SCHEDULE:

1. Notwithstanding anything to the contrary, ETI may, in its sole discretion, revise the calculation of the Scheduled Curtailment Payment and/or the Performance Period Payment to allow payment to Partner for an amount of peak demand reduction that exceeds the amount of Estimated Demand Savings and is less than or equal to the amount of Demand Savings.

2. The sum of the Scheduled Curtailment Payment, Unscheduled Curtailment Payment, MISO-Related Unscheduled Payment and Performance Period Payment (collectively, the "Incentive Payment") in a Project year may not exceed 40% of the Incentive Budget for that Project year irrespective of the amount of kW's provided by the Curtailments.

3. ETI's payment of Incentive Payment(s) to Partner is expressly and specifically conditioned upon ETI receiving all required notices, submittals and materials from Partner within the applicable period specified in the Handbook. Failure by Partner to deliver any required notice, submittal, or material within the applicable period specified in this Agreement shall be deemed a material breach of this Agreement.

4. Pursuant to P.U.C. Subst. R. 25.181(m)(5), a load-control measure may not receive incentives under the utility program for the same demand reduction for which it is compensated under a demand response program conducted by an independent organization, independent system operator, or regional transmission operator.

5. In the event of incomplete interval meter data to calculate the baseline and event impacts, Incentive Payments shall be calculated in accordance with the guidance document dated November 24, 2015 from the Evaluation, Measurement and Verification (EM&V) Team, as approved by the Public Utility Commission of Texas,

IN WITNESS WHEREOF: Customer/Partner and Entergy Texas, Inc. cause this Agreement to be executed by their respective duly authorized representatives.

For Customer/Partner:

Signature: _____ Printed Name: _____

Company Name: _____ Title: _____

Date: _____

Entergy Texas, Inc.

Signature: _____ Printed Name: John K Carson

Title: Energy Efficiency Program Manager. Date: _____