

Reservation Agreement

This Reservation Agreement (“**Reservation Agreement**”) establishes the terms on which Entergy Texas, Inc. (the “**Company**”) will offer and the undersigned customer (“**Customer**”) will make a reservation (“**Reservation**”) for a specified number of megawatts (“**MW**”) under Company’s proposed Green Future Option tariff (“**Schedule GFO**”), subject to availability and conditions described herein. The Company and Customer are sometimes referred to herein individually as “**Party**” and together as the “**Parties.**” Customers eligible to execute this Reservation Agreement are the Company’s existing or prospective commercial and industrial customers taking service under or eligible to take service under the following Company Rate Schedules: Small General Service; General Service; Large General Service; or Large Industrial Power Service (“**Eligible Customers**”).

PART ONE

WHEREAS, the Company has requested regulatory approval from the Public Utility Commission of Texas (“**PUCT**”) of proposed Schedule GFO;

WHEREAS, Schedule GFO as proposed by the Company for regulatory approval may be approved, rejected, or modified by the PUCT;

WHEREAS, the Company, as reflected in PART TWO below, has designated one or more solar resources owned or to be owned by the Company or for which the Company is contractually entitled or will become contractually entitled to the capacity, energy, and renewable attributes (“**GFO Resource(s)**”) into a group (“**GFO Resource Group 2**”);

WHEREAS, pursuant to Schedule GFO as proposed for regulatory approval and subject to availability, Eligible Customers will be able to enter into a definitive customer agreement (“**Customer Agreement**”) to take service under Schedule GFO (“**Participating Customer**”), which will include designation by the Participating Customer of a number of MW associated with GFO Resource Group 2.

WHEREAS, Schedule GFO and the Customer Agreement, to the extent and in the form approved by the PUCT, will specify the terms under which a Participating Customer will take service under Schedule GFO, which may differ from terms described herein;

WHEREAS, the Company anticipates that capacity demanded by Eligible Customers may exceed the amount of capacity currently available under Schedule GFO and the Company does not and cannot guarantee an Eligible Customer will be able to take service under Schedule GFO regardless of the execution of this Reservation Agreement;

WHEREAS, the amount of available capacity under Schedule GFO will depend on, among other things: (1) the GFO Resources the Company procures pursuant to terms the Company deems acceptable in its sole and absolute discretion; and (2) any required regulatory approval associated with GFO Resources;

WHEREAS, the Company intends to offer service under Schedule GFO on a first-come, first-served basis subject to availability of service;

WHEREAS, Customer desires to take service under Schedule GFO subject to the provisions set forth in Parts Two and Three;

WHEREAS, the Company will use the execution of this Reservation Agreement by Eligible Customers to establish the order in which Eligible Customers will have an opportunity to take service under Schedule GFO;

WHEREAS, Customer recognizes that the Company's procurement of GFO Resources, the commercial terms associated with that procurement, the amount of GFO Resource capacity available for service under Schedule GFO, the pricing under Schedule GFO, and other elements of the provision of service under Schedule GFO are not within Company's unilateral control and may differ from those currently expected by and discussed among the Parties.

PART TWO

1. GFO Resource Group 2 includes: 525 MW from a group of solar resources in Southeast Texas to be to be procured by the Company and expected to enter commercial operation in 2026.
2. Conditions Precedent – The conditions that must be satisfied in order for GFO Resource Group 2 capacity to be available for service under Schedule GFO include, but are not limited to:
 - a. The Company obtains all required internal approvals associated with GFO Resource Group 2 resources;
 - b. PUCT approval of Schedule GFO on terms acceptable to the Company in its sole and absolute discretion;
 - c. PUCT approval of any amendments or additions to Schedule GFO, including amendments or additions related to pricing, that are deemed necessary by the Company in its sole and absolute discretion; and
 - d. Any required PUCT approval of a certificate of convenience and necessity (“CCN”) associated with a GFO Group 2 resource, on terms acceptable to the Company in its sole and absolute discretion.

PART THREE

The terms of PART THREE of this Reservation Agreement are legally binding and enforceable agreements of the Company and Customer in consideration of the mutual promises contained herein:

3. Reservation Cap – Subject to availability, Customer may elect to reserve up to 200 MW of capacity from GFO Resource Group 2. This Reservation Cap applies to the

- number of MW reserved by Customer and its affiliates, including any parent company.
4. Reservation by Group – Customer’s reservation elections will specify MW from GFO Resource Group 2 and will not be associated with a specific resource.
 5. Customer Reservation Election – Customer elects to reserve _____ MW (up to 200 MW) from GFO Resource Group 2.
 6. Confirmation of Reservation – Following the receipt of an executed Reservation Agreement submitted to the Company at GFOinterest@entergy.com, the Company will notify Customer of the extent to which the above Customer Reservation Election is able to be fulfilled. To the extent a Customer Reservation Election cannot be fulfilled in whole or in part due to availability, the Company will place that Customer Reservation Election in queue to be fulfilled in the order it was received as additional capacity becomes available.
 7. Termination – This Reservation Agreement shall terminate under the following circumstances:
 - a. (1) sufficient capacity exists to fulfill the Customer Reservation Election specified in Section 5 above after the Company has fulfilled the Customer Reservations Elections made pursuant to Reservation Agreements executed prior to this Reservation Agreement; (2) the Company notifies Customer that sufficient capacity is available to fulfill the Customer Reservation Election specified in Section 5 above; and (3) Customer fails to execute a Customer Agreement to take the full number of MW specified in the Customer Reservation Election specified in Section 5 above as well as any MW from GFO Resource Group 2 specified in any other Reservation Agreement pertaining to Schedule GFO within 45 days of being notified under (2);
 - b. the Parties mutually agree in writing to terminate this Reservation Agreement;
or
 - c. five years has elapsed from the execution of this Reservation Agreement.
 8. Effect of Termination - In the event of termination, the Parties shall be relieved of all liability hereunder, except for those arising under Section 9 below, which liability shall survive any such termination.
 9. Termination and Subordination – In the event of termination under Section 7.(a) above, this Reservation Agreement terminates and the Company will fill all other unfulfilled Customer Reservation Elections in Reservation Agreements executed prior to the termination before executing and fulfilling another Reservation Agreement or Customer Agreement with Customer.

PART FOUR

10. Expenses – Each Party shall bear its own expenses incurred in connection with this Reservation Agreement.
11. Governing Law – This Reservation Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflicts of laws provisions or rule of any jurisdiction that would cause the substantive laws of any other jurisdiction to apply.
12. Superseding Effect – This Reservation Agreement supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter hereof.
13. Counterparts – This Reservation Agreement may be signed in counterparts (including by facsimile), any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same Reservation Agreement.
14. Assignment – This Reservation Agreement may not be assigned without the non-assigning party’s prior written consent.
15. Confidentiality – Company intends to include and use this Reservation Agreement and all information contained herein publicly in any regulatory proceeding related to the GFO Resources included in GFO Resource Group 2, unless Customer initials the Opt Out provision below.

 _____ Opt Out – Customer elects to have its name, the name of the person executing this Reservation Agreement, address, phone numbers, email addresses, and any other contact information provided redacted in the version of this Reservation Agreement included or used by the Company in any regulatory proceeding related to the GFO Resources included in GFO Resource Group 2.
16. Notices - Any notice, request, demand or determination provided by a Party pursuant to this Reservation Agreement will be in writing and will be delivered using one of the following methods and will be deemed delivered upon receipt: (1) by hand, (2) by an express courier with a reliable system for tracking delivery, or (3) by e-mail transmission (where receipt is acknowledged by the recipient). Notices will be delivered as follows:

In the case of Company:

Entergy Texas, Inc.
2107 Research Forest Drive
The Woodlands, TX 77380
Attention: Blake Flowers
E-Mail: GFOinterest@entergy.com

With a copy to:

Entergy Texas, Inc.
2107 Research Forest Drive
The Woodlands, TX 77380
Attention: Andres Castro
E-Mail: GFOinterest@entergy.com

In the case of Customer:

Attention: _____

E-Mail: _____

A Party may from time to time change its address or designee for notification purposes by giving the other prior notice of the new address or designee and the date upon which it will become effective.

- 17. **Limitation of Liability - NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REVENUE, GOODWILL, SAVINGS (REAL OR ANTICIPATED), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Additionally, the total aggregate liability of either Party, for claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, will not exceed the sum of \$1,000.00.
- 18. **Jurisdiction and Venue - The Parties agree that for any controversy or claim arising out of or relating to this Agreement, or the breach thereof, brought by either Party, each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way relating to any dispute must be brought solely and exclusively in the state or federal courts in and for the State of Texas, Montgomery County. The Parties irrevocably accept and agree to submit to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party. The Parties further agree to irrevocably waive their right to trial by jury.**

Executed on the ____ day of _____, 202__

On behalf of the Company by:

By: _____
Name: _____
Title: _____

On behalf of the Customer by:

By: _____
Name: _____
Title: _____