
EXPERIMENTAL BLOCK ANNUAL SCHEDULED ENERGY

I. AVAILABILITY

At all points throughout the territory served by the Company (except the Fifteenth Ward of the City of New Orleans) where facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served, and service is taken according to the Service Standards and Service Regulations of the Company. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, Company may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make service available.

This Rider Schedule EBASE is offered on an experimental basis and the Company reserves the right to discontinue it at any time with respect to any future Enrollment Periods. Company shall limit the total capacity of power scheduled under Rider Schedule EBASE to 250,000 kW.

II. APPLICATION

This Rider Schedule EBASE must be taken in conjunction with service under other applicable rate and/or rider schedule(s) and all provisions of such other rate and/or rider schedule(s) shall remain in effect, except as modified in this Rider Schedule EBASE. Rider Schedule EBASE shall be applied in lieu of the fuel adjustment clause that otherwise would apply to the Customer's load that is served pursuant to Rider Schedule EBASE. This Rider Schedule EBASE shall establish the appropriate charges for fuel cost recovery for energy scheduled pursuant to the Rider.

Rider Schedule EBASE shall be applicable to customers served on standard Rate Schedules LIPS, LLHLFPS, LAIPS and EECS for power requirements, or as otherwise specified herein. Rider Schedule EBASE is not applicable for service received by customers of Company to which the non-base fuel adjustment is applicable. In addition to being used in conjunction with the applicable rate schedules set forth above, Rider Schedule EBASE also may be used as a component of a special contract rate agreement that takes effect after the effective date of Rider Schedule EBASE. Such a special contract rate agreement and the use of the EBASE Rider in connection with such an agreement would require specific approval by the Louisiana Public Service Commission ("Commission"). Rider Schedule EBASE shall not be applicable for service supplied pursuant to special contract rate agreements that are in effect and that have a remaining term.

This Rider Schedule EBASE is applicable to electric service of not more than the lesser of the Customer Maximum EBASE Demand specified in Attachment A or 80% of a customer's annual average maximum monthly demand for new or existing customer facilities with large load and high load factor requirements whose consumption patterns are highly predictable. A customer is eligible for service under this Rider Schedule EBASE when, in the sole judgment of the Company, the following conditions are met by the Customer:

- A. The Customer's annual average maximum monthly demand is projected to be greater than the EBASE Qualifying Demand specified in Attachment A;

- B. The Customer has presented an affidavit stating that (1) absent service under this Rider Schedule EBASE, the Customer would be likely to significantly reduce or terminate receiving service from the Company, either due to an economically and technically viable alternative to service from the Company or due to economic distress, or (2) service under this Rider Schedule EBASE was a factor in Customer's decision to commence receiving or to increase its service from Company.

III. TYPE OF SERVICE

Three phase, 60 cycle, alternating current at a transmission line nominal voltage of 69,000 volts or higher, as may be available.

IV. BILL FOR SCHEDULED ENERGY

Energy scheduled and/or taken under this Rider Schedule EBASE shall be billed as described below. The amount so billed shall be in lieu of the otherwise applicable fuel adjustment charge, and shall be in addition to other amounts billed for electric service provided to Customer.

Net Monthly Bill for EBASE

The "Net Monthly Bill" for each billing period during the term of the Customer's Electric Service Agreement when energy is scheduled pursuant to this Rider Schedule EBASE under a Confirmed Annual Schedule shall equal the sum of the following:

A. The Monthly Administrative Charge

The Monthly Administrative Charge shall be equal to:

1. \$0.000175/kWh

times

2. the sum of Customer's Customer Confirmed Annual Schedules that are in effect during the billing period

times

3. the number of hours in the billing period.

B. The Monthly Avoided Cost Charge

1. Hourly Billing Energy

The Hourly Billing Energy (kWh) taken under Rider Schedule EBASE for each hour of the billing period shall be the lower of: (a) the sum of Customer's Confirmed Annual Schedules in effect during the billing period, or (b) Customer's metered kWh served pursuant to Rider Schedule EBASE during that hour (reflecting any adjustments necessary to remove kWh served under other rate schedules).

2. The Hourly Avoided Cost

The Hourly Avoided Cost is that price for hourly as-available energy paid to Qualifying Facilities ("QF") by the Company in accordance with the 1978 Public Utilities Regulatory Policies Act ("PURPA") and the Commission's February 27, 1998 General Order governing the calculation of avoided cost (the "Avoided Cost General Order"). The Company calculates avoided costs for hourly as-available energy on an after-the-fact, hourly basis in accordance with the provisions of the Commission's Avoided Cost General Order. In the event that during a given hour there is no power put to Company from QFs, for purposes of this Rider Schedule EBASE, the hourly avoided cost calculated for a 200 MW increment will be used as the Hourly Avoided Cost for that hour.

3. The Monthly Avoided Cost Charge

The Monthly Avoided Cost Charge shall be calculated by:

- a) Multiplying the Hourly Billing Energy by the Hourly Avoided Cost for each hour of the billing period;
- b) Summing the individual hourly charges determined in the preceding Section (a) for all hours of the billing period; and
- c) Applying adjustments for losses using the system loss factor and the appropriate delivery voltage loss factor, which are included in Company's monthly fuel report, to the sum obtained in the preceding Section (b). The result is the Monthly Avoided Cost Charge.

C. The Monthly Customer Contract for Differences Settlement

1. The Monthly Customer Contract for Differences Settlement (which shall be paid (or received) pursuant to the Customer Contract for Differences discussed below in Sections V.A. and VII.A.) shall be determined as the difference between the Confirmed Fixed Price and the Monthly Avoided Cost (in \$/kWh) multiplied by the Customer Confirmed Annual Schedule (in kW) multiplied by the number of hours in the billing period. If the Confirmed Fixed Price is greater than the Monthly Avoided Cost, Customer shall owe Company the Monthly Customer Contract For Differences Settlement. If the Monthly Avoided Cost is greater than the Confirmed Fixed Price, Company shall owe Customer the Monthly Customer Contract For Differences Settlement.
2. The Monthly Avoided Cost shall be equal to the arithmetic average of the Hourly Avoided Cost for each hour of the billing period.
3. If Customer has more than one Customer Confirmed Annual Schedule that is in effect during the billing period, step (1) is determined for each Customer Confirmed Annual Schedule and its associated Confirmed Fixed Price. The sum of all the individual settlements is the Monthly Customer Contract for Differences Settlement.
4. The Monthly Customer Contract for Differences Settlement shall apply to the Customer Confirmed Annual Schedule even if Customer took less energy than Customer scheduled during the billing period, and even if Customer took no energy during the billing period.

V. ENERGY SCHEDULES AND ENROLLMENT PERIOD PROCEDURE**A. EBASE Transactions Resulting from an Enrollment Period****1. The Customer Contracts for Differences and the Customer Confirmed Annual Schedules**

In conjunction with the provision of service pursuant to Rider Schedule EBASE, and as the basis for the Customer Contract for Differences Settlement discussed in Section IV(C), above, a Customer Confirmed Annual Schedule will be established and will be accepted by the Company for each EBASE Customer that has submitted a bid that has been accepted in whole or in part during an Enrollment Period. Pursuant to the Enrollment Period process provided in Attachment A, customer bids that are accepted will be documented through a confirmation provided to Customer pursuant to the Customer Contract for Differences, and through a notice provided pursuant to this Rider Schedule EBASE. The Customer Contract for Differences confirmation will include the Confirmed Fixed Price, a Floating Price equal to the Monthly Avoided Cost, the Customer Confirmed Annual Schedule, and the Start Date. The same Confirmed Fixed Price will be used for all EBASE Customer confirmations resulting from an Enrollment Period and must be equal to the weighted average of the fixed prices that are confirmed with the third parties. The quantity of power confirmed to an EBASE Customer is the Customer Confirmed Annual Schedule.

2. The Third Party Contracts for Differences

- a. In conjunction with the provision of service pursuant to Rider Schedule EBASE, Company will enter into Contracts for Differences transactions with one or more third parties that in the aggregate are intended to offset the Contracts for Differences transactions entered into with EBASE Customers. The Third Party Contracts for Differences will settle on the difference between the Third Party Fixed Prices and the Monthly Avoided Cost. The total quantity (in kW) that is confirmed to all third parties during an Enrollment Period must exactly match the total quantity (in kW) that is confirmed to customers during the same Enrollment Period, and the weighted average of the fixed prices that are confirmed with the third parties must be equal to the Confirmed Fixed Price that will be used for all EBASE Customer confirmations resulting from the same Enrollment Period.
- b. The Enrollment Period transactions will be documented through confirmations provided pursuant to the Third Party Contracts for Differences. The Third Party Contract for Differences confirmation will include the Third Party Fixed Price, a Floating Price equal to the Monthly Avoided Cost, the Third Party Schedule, and the Start Date. Each of the foregoing items shall be determined pursuant to the Enrollment Period Procedure provided in Attachment A.
- c. The Monthly Third Party Contract for Differences Settlement shall be determined for each third party individually, and shall be as described below:
 - i) The Monthly Third Party Contract for Differences Settlement shall be determined as the difference between the Third Party Fixed Price and the Monthly Avoided Cost (as defined in Section IV.C.2 above) multiplied by the Third Party Schedule multiplied by the number of hours in the billing period. If the Third Party Fixed Price is less than the Monthly Avoided Cost, the third party shall owe Company the Monthly Third Party Contract for Differences Settlement. If the Monthly Avoided Cost is less than the Third Party Fixed Price, Company shall owe the third party the Monthly Third Party Contract for Differences Settlement.

- ii) If a third party has more than one Third Party Schedule that is in effect during the billing period, step (i) is determined for each Third Party Schedule and its associated Third Party Fixed Price. The sum of all the individual settlements is the Monthly Third Party Contract for Differences Settlement.

B. Enrollment Period Procedure

Attachment A describes the Enrollment Period Procedure.

C. Energy Schedules

1. **Minimum Schedule Size** – During an Enrollment Period, an EBASE Customer may not submit bids for less than the Customer Minimum Bid specified in Attachment A. EBASE Customer bids are subject to reduction as described below, and as a result, the quantity for a Customer Confirmed Annual Schedule may be less than the Customer Minimum Bid.
2. **Maximum Scheduled Amount** – At any time, the sum of Customer's Customer Confirmed Annual Schedules may not exceed the lesser of the Customer Maximum EBASE Demand specified in Attachment A or 80% of Customer's annual average maximum monthly demand.
3. **Third Party Offer Amounts** – Third Party offers will include both a minimum and maximum quantity, and Company may confirm any amount that is within those limits. At any time, the sum of a third party's Third Party Schedules may not exceed the Third Party Maximum EBASE Quantity specified in Attachment A.
4. **Schedule Increments** – All schedules must be in 1,000 kW increments between Customer's minimum and maximum scheduled amount.
5. **Schedule Term** – All schedules are for a one year period.
6. **Frequency** – Subject to the limitations described below, Company may declare an EBASE Enrollment Period no more than four (4) times per calendar year. Company shall provide at least thirty (30) days notice to all EBASE Customers and qualified third parties prior to the commencement of an Enrollment Period (requirements for third party participation are set forth in Section VII(B), below). Company may not declare an Enrollment Period if the total amount of collateral that has been posted as a result of contracts for differences that the Company has entered into from prior Enrollment Periods exceeds the Collateral Posting Limit specified in Attachment A.

VI. CREDIT REQUIREMENTS

In addition to other existing credit arrangements, Company may require additional credit support from Customer or from third parties prior to entering into any Contract for Differences transaction. Determination of credit requirements will occur as part of the negotiations of the Contracts for Differences, using the ISDA Agreement described in Section VII, below.

VII. AGREEMENTS

A. Customer Agreements

Prior to participating in an Enrollment Period Procedure, the following agreements must be executed between Customer and Company with terms and conditions that are mutually agreeable to both parties:

1. Electric Service Agreement

Rider Schedule EBASE must be listed as an applicable tariff under the Electric Service Agreement between Customer and Company. Under the Electric Service Agreement Rider Schedule EBASE shall be available for no less than one (1) year and for a period not to exceed three (3) years. During the period of time that Rider Schedule EBASE is available, Customer may participate in any Enrollment Period Procedure subject to the limitations set forth in this Rider Schedule EBASE. Once a Customer's bid has been confirmed, Customer will continue to take service under Rider Schedule EBASE for the full term of the Customer's Confirmed Annual Schedule regardless of whether the Customer is able to participate in future Enrollment Periods.

2. Contract for Differences

Customer must execute a Customer Contract for Differences that will set forth the terms and conditions that will govern the Customer Contract for Differences transaction(s) that may be entered into in connection with this Rider Schedule EBASE, including the confirmation(s) that will evidence such transaction(s). The form of agreement developed by the International Swaps and Derivatives Association, Inc. (ISDA) will be used for these transactions.

B. Third Parties

Prior to participating in an Enrollment Period Procedure, a third party must execute a Third Party Contract for Differences that will set forth the terms and conditions that will govern the Contract for Differences transaction(s) that may be entered into by the Company with the third party in connection with this Rider Schedule EBASE, including the confirmation(s) that will evidence such transaction(s). The ISDA form of agreement will be used for these transactions.

VIII. AUDIT PROVISIONS

Neither participation in transactions pursuant to Rider Schedule EBASE nor execution of a Contract for Differences shall provide the EBASE Customer or a third party with any right to audit or challenge the Company's calculation of its Hourly Avoided Cost, including the methodology used by the Company to calculate its Hourly Avoided Cost. The opportunity to audit the EBASE pricing shall be limited solely to a review of the correctness of the Company's calculation of EBASE prices, including Contract for Differences Settlements. The only avoided cost information to which an EBASE Customer or third party shall be entitled to in an audit of the EBASE pricing, including Contract for Differences Settlements, is the Company's Hourly Avoided Cost. If an EBASE Customer or third party wishes to audit the correctness of the Company's calculation of EBASE prices, including Contract for Differences Settlements, that review shall be conducted in accordance with the following procedures and under the following conditions:

- A. Company considers certain information that is required to determine pricing under Rider Schedule EBASE to be highly sensitive and confidential to the Company, customers, or third parties that participate in transactions under Rider Schedule EBASE. Such information includes, but is not limited to, Company's Hourly Avoided Cost, customers' bid information, third parties' offer information, and Company's confirmations of bids and offers. Accordingly, Company shall make such information available for audit only under the following conditions:
1. Audits may be conducted only by independent third parties that are mutually acceptable to the parties requesting the audit and those parties whose data is the subject of the audit. For purposes of determining whether an auditor meets the independence requirements imposed herein, the auditor may not be (a) an employee of the EBASE Customer or any third party participating in a Contract for Differences or any QF putting power to the Company or another Entergy Operating Company; (b) any person or entity who is employed by a wholesale power supplier, including a QF, selling, putting, or otherwise delivering power to the Entergy System, including the Company or other Entergy Operating Companies; or (c) any person or entity who consults with any such QF or wholesale power supplier with respect to wholesale power sales or other matters relating to the wholesale energy market.
 2. The role of the auditor will be to review only the data necessary to ensure that the Company has correctly calculated the EBASE pricing. The auditor may not review or report on any issues, data, or calculations relating to the methodology by which the Company calculates its Hourly Avoided Cost or any issues relating to the prudence of the dispatch of the Entergy generation or transmission resources.
 3. The audits may be conducted only on Company's premises with none of the data being allowed to leave Company's premises except in summary form or as results, either of which must be approved by Company prior to release.
 4. Company shall redact the name of any customer or third party from data regarding bids, offers or confirmations prior to making that data available for audit.
 5. Company shall require the auditor to execute a confidentiality agreement that is acceptable to Company in its sole discretion. All information provided to the auditor shall be maintained as confidential and/or highly sensitive under the terms of this confidentiality agreement. The provision of information to the auditor shall not constitute grounds for the discovery or receipt of such information by the EBASE Customer or third party on whose behalf the audit is being conducted.
- B. A party may not request an audit to be conducted more than once annually.
- C. If an audit already has been conducted regarding data, calculations, or other information that has been or is being addressed in an audit requested by another party, Company has the right to provide those prior audit results in lieu of a performing a duplicative audit. Any party requesting an audit agrees that Company may use the results of its audit to satisfy the audit request of another party for any overlapping time periods that would be involved in both the prior and requested audits.
- D. The party requesting the audit shall bear all costs of such audit, including reimbursing the Company for costs reasonably incurred by Company as part of the audit.

- E. Should Company, Customer, or any third party participating in transactions under Rider Schedule EBASE be required by a court, regulatory agency, or other entity of competent jurisdiction to provide any of the confidential data relating to transactions under Rider Schedule EBASE, Company (or EBASE Customer or third party as appropriate) will seek a confidentiality agreement or protective order that is satisfactory to the Company in its sole discretion requesting protection of this information similar to that provided herein. If, when required as described above, a party is able to obtain access to information supporting the Company's calculation of its Hourly Avoided Cost, the data to be provided to such party shall be limited to the following:
1. Total QF PURPA puts in MWh.
 2. Avoided cost price in \$ per MWh for PURPA put energy.
 3. Rejection log of Next Day Avoided Cost Rejections and Current Day Avoided Cost Rejections.
 4. Forecasted QF Put (MWh).
 5. Alternate Price for Next and Current Day.
 6. MW Daily Off Peak Index.
 7. Highest Cost Actual Block Purchase.
 8. Sources Table—includes all emergency sales, dispatchable resources, hourly purchases, available Next Day Avoided Cost Rejections, and Current Day Avoided Cost Rejections, MWh and price, utilized in the avoided cost calculation.
 9. The approved counterparty list, with updates, maintained by Entergy Services, Inc.
- F. These conditions also will be incorporated into the Contracts for Differences between Company and Customer and between Company and any third party.
- G. Nothing in this section of Rider Schedule EBASE is intended to require that audits of the pricing under Rider Schedule EBASE be performed, including the Contracts for Differences Settlements.

IX. REGULATORY APPROVAL AND TREATMENT

- A. The sum of the Monthly Avoided Cost Charge and the Monthly Customer Contract for Differences Settlement net of the Monthly Third Party Contract for Differences Settlement shall be treated as the appropriate fuel cost recovery from the EBASE Customers for purposes of fuel adjustment calculations under the Commission's General Order, dated November 6, 1997, in LPSC Docket No. U-21497. Revenues received through the payment of the Monthly Administrative Charge would be credited to revenues in a base rate proceeding.
- B. Prior to January 1 of each year subsequent to 2005, the Company shall submit to the Commission:
1. A report evaluating the effect that Rider Schedule EBASE had on the fuel costs paid by Company's other customers during the preceding twelve (12) months. Upon expiration of the forty-five (45) day review period following the submission of such report, Company shall be authorized to continue to notice additional Enrollment Periods without further action by the Commission. Enrollment Periods shall not be precluded during the forty-five (45) day review period; however, if issues are raised during the review period that require resolution, Enrollment Periods may be suspended pending the resolution of such issues.

2. An updated Attachment A to Rider Schedule EBASE. Upon expiration of the forty-five (45) day review period following the submission of such updated Attachment A, such updated Attachment A shall become effective as a part of this Rider Schedule EBASE, and the Enrollment Period process described therein shall continue to be deemed to satisfy the requirements for a competitive procurement process pursuant Appendix 3 of LPSC Order No. U-19904, without further action by the Commission. The version of Attachment A that is in effect when an updated version is filed will remain in place until the updated version becomes effective.

X. ADDITIONAL DEFINED TERMS

The following terms shall have meanings set forth below:

“Entergy Operating Companies” are Entergy Louisiana, LLC, Entergy Gulf States, Inc., Entergy Arkansas, Inc., Entergy Mississippi, Inc., and Entergy New Orleans, Inc.

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“Entergy System” refers to the electric generation and bulk transmission facilities of the five Entergy Operating Companies, which facilities are operated as a single, integrated electric system.

“Qualifying Facility” (“QF”) is a cogeneration or small power production facility that meets certain requirements under the federal 1978 Public Utilities Regulatory Policies Act (“PURPA”) and the accompanying regulations enacted by the Commission in its Avoided Cost General Order. In general, a cogeneration facility is one that generates electricity from steam or other forms of energy used for industrial, commercial, heating, or cooling purposes. A small power production facility is one that (1) has power production capacity of less than 80 MW, (2) obtains 75% or more of its energy input from biomass, waste, or renewable or geothermal resources, and (3) is not more than 50% owned by one or more electric utilities or electric utility holding companies.

The term “put” refers to the delivery of energy from QFs to utilities on an as-available basis, without notice to the utility, as provided for under PURPA and the Avoided Cost General Order.

“Next Day Avoided Cost Rejections” and “Current Day Avoided Cost Rejections” are the cost of purchases that were offered to the Entergy System, and which the System would have taken, but could not take because of projected QF energy levels. These are inputs into the avoided cost calculation.

“Forecasted QF Put” is the estimated magnitude of QF energy to be delivered and sold to the Company. This is an input to the avoided cost calculation.

“Alternate Price” is the estimate of the Entergy System’s incremental cost based upon the assumption that the QF Put is 0 MWh. This is an input to the avoided cost calculation.

“Highest Cost Actual Block Purchase” is the highest price actually paid by the Entergy System for non-firm energy delivered at the time for which the energy was offered. This is an input to the avoided cost calculation.

XI. PAYMENT

The Net Monthly Bill is due and payable each month. If not paid within twenty days from the date of billing, the Gross Monthly Bill, which is the Net Monthly Bill plus 2%, becomes due after the Gross Due Date shown on the bill.

ATTACHMENT A
EBASE LIMITS AND ENROLLMENT PERIOD PROCEDURE
CALENDAR YEAR 2005

I. LIMITS

A. The Customer Maximum EBASE Demand is 80,000 kW.

1. Company may not confirm any Customer bids that would result in the sum of all active Customer Confirmed Annual Schedules with that customer exceeding the Customer Maximum EBASE Demand. An active Customer Confirmed Annual Schedule is a confirmed EBASE Customer bid that has a 12-month term that overlaps with the term of another Customer Confirmed Annual Schedule or with the term of a Customer bid that is under consideration. Should a Customer have two different service locations with Company, each service location is treated separately and has its own Customer Maximum EBASE Demand.
2. Depending on the credit terms agreed to during the negotiation of the ISDA agreement between Company and an EBASE Customer, Company may impose a lower maximum quantity for that EBASE Customer than the Customer Maximum EBASE Demand.

B. The EBASE Qualifying Demand is 40,000 kW.

C. The Customer Minimum Bid is 20,000 kW.

D. The Third Party Maximum EBASE Quantity is 100,000 kW.

1. Company may not confirm any third party offers that would result in the sum of all active Third Party Schedules with that third party exceeding the Third Party Maximum EBASE Quantity. An active Third Party Schedule is a confirmed EBASE third party offer that has a 12-month term that overlaps with the term of another Third Party Schedule or with the term of a third party offer that is under consideration.
2. Depending on the credit terms agreed to during the negotiation of the ISDA agreement between Company and a specific third party, Company may impose a lower maximum quantity for that third party than the Third Party Maximum EBASE Quantity.

E. Collateral Posting Limit is \$12,500,000.00 (USD).

Company may not declare an Enrollment Period if the total amount of collateral that has been posted as a result of Contracts for Differences that the Company has entered into from prior Enrollment Periods exceeds the Collateral Posting Limit.

II. ENROLLMENT PERIOD PROCEDURE

A. Coordination of Enrollment Periods

When possible, Company will coordinate the timing of Enrollment Periods and the Start Dates of confirmed schedules resulting from Enrollment Periods so that they coincide with Enrollment Periods of Company's regulated affiliate that also is subject to the jurisdiction of the Commission.

B. Participation in Enrollment Periods

The Enrollment Period Procedure described herein addresses how EBASE Customer bids and third party offers will be considered by Company. Section VII of Rider Schedule EBASE, Agreements, states the requirements for EBASE Customers or third parties to qualify for participation in an Enrollment Period. All parties that qualify will be provided with the notice of an Enrollment Period as described below. Should a competitive affiliate of Company meet the qualification requirements as a third party, that competitive affiliate also shall be allowed to participate in an Enrollment Period. In such event, except as described in Section II.E.2.b of this Attachment A, any and all competitive affiliate offers will be evaluated in the same manner as offers from any other third party participating in an Enrollment Period, so that offers are evaluated and decisions made in an objective and impartial fashion and so that no preference is provided to a competitive affiliate. No information received, developed, or disseminated by Company in connection with the Enrollment Period Procedure will be provided to competitive affiliates unless such information also is contemporaneously provided to other third parties.

C. Enrollment Period Time Line

Declaration of an Enrollment Period - Company shall provide not less than thirty (30) days prior written notice of the start of an Enrollment Period to all EBASE Customers and all qualified third parties.

1. The notice to EBASE Customers shall state:

- a. The maximum quantity of power that Company will make available under Rider Schedule EBASE during the Enrollment Period where such quantity is determined by Company in its sole discretion and subject to the limit set forth in Section I, Availability of Rider Schedule EBASE, and the limits described in Section I, Limits of this Attachment A.
- b. The date of a pre-bid meeting or conference call with EBASE Customers.
- c. The date when bids must be submitted.
- d. The date when confirmations will be provided.
- e. The Start Date for the confirmed transactions resulting from this Enrollment Period.

2. The notice to third parties shall state:

- a. The maximum quantity of third party offers that the Company may confirm during the Enrollment Period where such quantity is determined by Company in its sole discretion and subject to the limit set forth in Section I, Availability of Rider Schedule EBASE, and the limits described in Section I, Limits of this Attachment A.
- b. The date of a pre-offer meeting or conference call with third parties.
- c. The date when offers must be submitted.
- d. The date when confirmations will be provided.
- e. The Start Date of the confirmed transactions resulting from this Enrollment Period.

D. Pre-Bid and Pre-Offer Meetings

The purpose of the pre-bid and pre-offer meetings or conference calls are for Company to review with the EBASE Customers and third parties, respectively, the requirements of the Enrollment Period, including the maximum quantity to be confirmed as EBASE transactions, when bids and offers must be submitted, how it will be determined whether bids and offers will be accepted, how and when confirmations and notices will be provided, and the Start Date for transactions confirmed as a result of the Enrollment Period process.

E. Submitting Bids and Offers

1. EBASE Customer Bids

The EBASE Customer bid is a binding bid and must include a fixed price bid (in \$/MWh) and load (in MW). Company will confirm only a price to an EBASE Customer that is equal to or less than Customer's fixed price bid. Any bids not confirmed pursuant to the procedures set forth herein are deemed rejected.

2. Third Party Offers

- a. Third party offers are binding offers and must include a fixed price offer (in \$/MWh) and a minimum quantity (in MW) and a maximum quantity (in MW) that is available at that fixed price offer. Company may confirm any quantity between the minimum and maximum. Company may confirm a third party offer only at the offered fixed price. Any offers not confirmed are deemed rejected pursuant to the procedures set forth herein.
- b. With respect to the preference of third party offers, Company will give first priority to the lowest cost offers to the extent of maximizing the amount of Customer Confirmed Annual Schedules. For third party offers that have the same fixed price, Company will give priority first to those offers that can be accepted and will provide the maximum amount of Customer Confirmed Annual Schedules. After this requirement is satisfied, offers that have the same fixed price will be prorated to the extent possible. Should proration not be possible, and should Company have received an offer from a competitive affiliate that has the same price as an offer from another third party, and should Company be able to accept only one of those offers, and should the acceptance of either offer have the same result for the EBASE Customers, Company shall give preference to the non-affiliate offer.

F. Evaluation of Bids and Offers and Confirmations

1. Evaluation of Bids and Offers

- a. The evaluation process is designed to determine the following:
 - i) the Confirmed Quantity, which is the total quantity of EBASE load to be served in the current Enrollment Period;
 - ii) the Confirmed Fixed Price;
 - iii) the individual EBASE Customer's load to be confirmed in the current Enrollment Period; and
 - iv) the individual third party offers to be confirmed in the current Enrollment Period.

- b. The evaluation process is designed to determine the maximum quantity of EBASE load that can be served given the EBASE Customer bids and third party offers received subject to the limitations herein. EBASE Customer bids are evaluated in highest to lowest price order, and third party offers are evaluated in lowest to highest price order.
- c. Those EBASE Customer bids that are priced at or above the Confirmed Fixed Price shall be confirmed on a pro-rata basis according to their eligible bid quantity.

2. Confirmations

- a. Unless confirmed as provided herein, all bids and offers by EBASE Customers and third parties are considered to be rejected as of the date for confirmations as set forth in the Enrollment Period notice.
- b. The Confirmed Fixed Price for all EBASE Customers is the weighted average of the third party offered quantities and their associated fixed prices that are used to determine the Confirmed Quantity.
- c. The quantity from each EBASE Customer's bid that is used to make up the Confirmed Quantity is each EBASE Customer's Confirmed Annual Schedule resulting from this Enrollment Period.
- d. The quantity (whether the entire quantity or some lesser amount) from each third party's offer that is used to make up the Confirmed Quantity is each Third Party's Schedule.
- e. The fixed price offer associated with each Third Party Schedule is each Third Party's Fixed Price.
- f. Each EBASE Customer will receive notice of the Confirmed Fixed Price and its respective Customer Confirmed Annual Schedule as a confirmation notice under its respective ISDA Agreement and pursuant to Rider Schedule EBASE.
- g. Each third party will receive notice of its respective Third Party Fixed Price and Third Party Schedule as a confirmation notice under its respective ISDA Agreement.

G. Use of Bid and Offer Information

In submitting a bid or offer during an Enrollment Period, the party submitting that bid or offer agrees that Company may release this information subject to the limitations set forth in Section VIII, Audit Provisions of Rider Schedule EBASE or the corresponding provisions of the Contract for Differences between Company and that party. In addition, with respect to the disclosure of information to Company's competitive affiliates, or the disclosure of information received from Company's competitive affiliates, Company shall comply with all applicable affiliate rules, standards, and codes of Conduct.

H. Partial Enrollment Period

Should an EBASE Customer or third party default under its Contract for Differences, and such default results in Company's termination of such Contract for Differences, Company may declare a Partial Enrollment Period for the purpose of a replacement either for that EBASE Customer or third party for the remaining term of any confirmed schedule associated with the default. Company will follow similar evaluation steps as provided in this Attachment A, Sections II.E and F above as applicable.