# ENTERGY LOUISIANA, LLC

Electric Tariff Book Last Revised: [TBD]

Applies To: All Electric Utility Classes

**ISSUED BY:** 

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# ENTERGY LOUISIANA, LLC

ELECTRIC SERVICE INDEX OF ELECTRIC RATE SCHEDULES AND RIDERS Revision #8 Exhibit ECI-7 LPSC Docket No. U-\_\_\_\_ Page 2.1 Page 2 of 358 Eighth Revised Last Revised: Supersedes: Index Revised 3/31/2023

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# INDEX OF ELECTRIC RATE SCHEDULES AND RIDERS \*Closed to new business

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#### ENTERGY LOUISIANA, LLC ELECTRIC SERVICE LIST OF PARISHES SERVED Revision #0

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#### LIST OF PARISHES SERVED

MADISON

ACADIA ALLEN ASCENSION ASSUMPTION **AVOYELLES** BEAUREGARD BIENVILLE BOSSIER CALCASIEU CALDWELL CAMERON CATAHOULA CLAIBORNE CONCORDIA EAST BATON ROUGE EAST CARROLL EAST FELICIANA FRANKLIN GRANT **IBERIA IBERVILLE** JACKSON **JEFFERSON** JEFFERSON DAVIS LA SALLE LAFAYETTE LAFOURCHE LINCOLN LIVINGSTON

MOREHOUSE NATCHITOCHES OUACHITA PLAQUEMINES POINTE COUPEE **RED RIVER** RICHLAND SABINE ST. JOHN THE BAPTIST ST. BERNARD ST. CHARLES ST. HELENA ST. JAMES ST. LANDRY ST. MARTIN ST. TAMMANY TANGIPAHOA TENSAS TERREBONNE UNION VERMILION VERNON WEST BATON ROUGE WEST CARROLL WEST FELICIANA WASHINGTON WEBSTER WINN

Revision #4

# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

1. <u>PURPOSE</u>. These Terms and Conditions are prescribed to govern Electric Service and are intended to facilitate the rendering of uniform, efficient and adequate Service to the Customers of the Company. They are necessary for a clear understanding of the obligations of all parties to the business relations of the Company with its Electric Customers, are a part of the Company's Contract with each Customer and part of the Company's Rate Schedules and/or Riders. Any or all of these Terms and Conditions not inconsistent with a particular Rate Schedule or Rider are as much a part of such Rate Schedule and/or Rider as if repeated therein.

2. <u>APPLICABILITY</u>. These Terms and Conditions are effective as of [TBD] ("Effective Date") and pertain solely to ELL's relations and obligations with Customers taking Service within ELL's service area. To the extent that a conflict exists between the provisions of any of the requirements herein and the specific provisions of any Service Agreement/Contract, the provisions of these Terms and Conditions shall control. Nothing herein shall be interpreted to be inconsistent with the requirements of the applicable regulatory authority having jurisdiction.

Further, to the extent that a conflict exists between the provisions of any of the requirements of these Terms and Conditions and the specific provisions of any Rate Schedule/Rider or Service Agreement/Contract, the provisions of the Rate Schedule/Rider or Service Agreement/Contract shall govern.

3. <u>DEFINITIONS OF TERMS</u>. In Rate Schedules and/or Riders, Service Agreements, and Entergy's Customer Installation Standards for Electric Service ("Service Standards"), these Terms and Conditions and elsewhere in the expression of facts relating to the Service, it is necessary or convenient to use technical and other terms, phrases, and abbreviations. For purposes of these Terms and Conditions, Rate Schedules, Service Agreements and Service Standards the definitions set forth in this Paragraph 3 shall apply to terms, phrases and/or abbreviations in the aforementioned documents. Whenever terms, phrases or abbreviations not defined in this Paragraph 3 are used, the meaning commonly understood in the industry shall apply.

- A. Applicant or Customer. A person, firm, individual, partnership, association, corporation or any governmental agency applying for or taking Service.
- B. Type of Service. The electric attributes of the Service: phase, voltage, frequency.
- C. Class of Service (Rate Classification). Service intended to be rendered under a particular Rate Schedule or groups of Rate Schedules, such as residential service, commercial service, lighting, and individual or groups of Rate Schedules serving large usage Customers.
- D. Commission. The Louisiana Public Service Commission.
- E. Company. Entergy Louisiana, LLC, ("ELL"), including its officers, agents, employees, successors or assigns.

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- F. Company's Installation. In general, all the wires, appliances, devices, etc. on the Company's side of the Point of Delivery, and such devices as may be installed for metering Electric Service on Customer's side of the Point of Delivery.
- G. Contract or Service Agreement. The written and signed agreement embodying the conditions and terms governing Service. If for any reason no written agreement exists, the provisions of such an agreement in the Company's standard form, will be presumed to apply.
- H. Customer's Installation. In general, all the wires, appliances, devices or apparatus of any kind or character on the Customer's side of the Point of Delivery, except the Meters, metering devices and accessories of the Company that may be located on the Customer's side of the Point of Delivery.
- I. Demand. The rate of use of Electric Service during or averaged over a stated period of time. As necessary, Rate Schedules and Riders may utilize varying definitions of Demand as necessary for billing purposes.
- J. Effective Date. The term "Effective Date" shall have the meaning provided in Section 2 of these Terms and Conditions.
- K. Entergy Gulf States Louisiana, L.L.C. A predecessor-in-interest to ELL.
- L. ELL Service Area: the area served by the Company which shall include both Legacy EGSL Service Area and Legacy ELL Service Area, as defined in this Section 3. Nothing herein is intended to modify the Commission's 300-foot rule.
- M. Legacy ELL Customer. Any Customer taking Service from the Company under a Rate Schedule or Rider specific to the Legacy ELL Service Area.
- N. Legacy EGSL Customer. Any Customer taking Service from the Company under a Rate Schedule or Rider specific to the Legacy EGSL Service Area.
- O. Legacy Entergy Gulf States Louisiana, L.L.C. Service Area or Legacy EGSL Service Area. The geographic boundaries of the area served by EGSL prior to the Effective Date of these Terms and Conditions and within 300 feet of EGSL facilities located in such geographic area prior to the Effective Date of these Terms and Conditions. The geographic boundaries of the Legacy EGSL Service Area include the following parishes: Acadia, Allen, Beauregard, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Iberia, Jefferson Davis, Lafayette, Pointe Coupee, St. Landry, Vermilion, West Baton Rouge, and West Feliciana. The Legacy EGSL Service Area also includes certain portions of the Parishes of Ascension, Iberville, Livingston, and St. Martin. Nothing herein is intended to modify the Commission's 300-foot rule.

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- P. Legacy Entergy Louisiana, LLC Service Area or Legacy ELL Service Area. The geographic boundaries of the area served by ELL prior to the Effective Date of these Terms and Conditions and within 300 feet of ELL facilities located in such geographic area prior to the Effective Date of these Terms and Conditions. For purposes of these Terms and Conditions, the geographic boundaries of the Legacy ELL Service Area include the following parishes: Assumption, Avoyelles, Bienville, Bossier, Caldwell, Catahoula, Claiborne, Concordia, East Carroll, Franklin, Grant, Iberville, Jackson, Jefferson, La Salle, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Plaquemines, Red River, Richland, Sabine, St John the Baptist, St. Bernard, St. Charles, St. Helena, St. James, St. Martin, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vernon, W. Carroll, Washington, Webster, and Winn. The Legacy ELL Service Area also includes certain portions of the Parishes of Ascension, Iberville, Livingston, and St. Martin. Nothing herein is intended to modify the Commission's 300-foot rule.
- Q. Meter. The meter or meters and accessory devices of the Company used to measure the power and energy delivered. (A part of the Company's Installation.)
- R. Month. A period of approximately 30 days, more or less.
- S. Point of Delivery. The point where the Company's wires connect with those of the Customer (unless otherwise specified in the Service Agreement) or where such wires would have been connected in the event, for any reason, such connection shall not have been made.
- T. Rate Schedule/Rider. The document(s) on file with the Commission containing the most recent tariffs outlining the terms of billing and rates/charges to be borne and paid by the respective class of Customers for the provision of the type(s) of Electric Service agreed upon by the Company and the Customer.
- U. Service or Electric Service. The making available by the Company to the Customer, under a Service Agreement/Contract of electric power and energy of an agreed capacity at an agreed voltage, phase, and frequency at an agreed Point of Delivery, whether or not actually used by the Customer.
- V. Service Drop. A part of the Company's Installation except when otherwise expressly provided. The wires, cables, or conductors connecting the Company's lines with the Customer's Installation.
- W. Year. Twelve months, 365 days. The period elapsing for any Month and day in a calendar year to the same Month and day in the next succeeding calendar year.

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- X. Cost (of Extensions, Additions, etc.). The term "Cost" when applied to the Company's property or additions thereof shall include, but not be limited to the following:
  - 1) The invoice cost of all material, equipment and incidental supplies used in the work plus the cost of the transportation to the Company's storerooms and an item not exceeding 10% to cover the cost of purchasing, storage, insurance, and handling of material.
  - 2) The payroll cost of all labor and direct supervision employed on the work plus employee liability insurance, payroll, taxes, subsistence and traveling expenses.
  - 3) The cost of services performed by a contractor if used.
  - 4) The cost of any required privileges, permits, certificates, easements, servitudes, etc.
  - 5) An item not exceeding 5% of (2) to cover the prorated cost of expendable tools, safety devices, etc.
  - 6) The cost, including interest, taxes, insurance, depreciation, operation and maintenance of equipment used such as air compressors, air drills, hole diggers, ditchers, trailers, tractors, etc., if owned by the Company, and the rental and other charges paid therefor in connection therewith when not so owned, calculated at a rate per day or hour.
  - 7) All direct truck and transportation expense incurred, which shall include insurance, license fees, interest, taxes, depreciation, operating and maintenance expense charged for at a rate per mile, or per hour.
  - 8) An item not exceeding 10% of the sum of the items (1) to (7) above, to cover the cost of engineering, inspecting, testing, general supervision, legal and general office auditing and accounting expense, public liability insurance, injuries and damages during construction and other general administration and overhead expenses.
  - 9) An item not exceeding 1% per Month applied to the expended balances on the project, to cover interest and taxes on idle investment, the period to be from the beginning of the project until it is completed and placed in operation.

4. <u>REQUESTS FOR SERVICE AND APPLICABLE RATE SCHEDULES/RIDERS</u>. Applications for Electric Service, within the territory served by the Company of a type for which the Company has a Rate Schedule or Rider on file, will be accepted from Applicants when such Service is available, subject to the provisions of the Rate Schedule or Rider, these Terms and Conditions, and the Service Standards. Service will be considered available if the Point of Delivery is located immediately adjacent to the Company's distribution line of suitable phase, voltage, and capacity to deliver the Service at the applicable Rate Schedule, and the Company has the required power and energy available at the Point of Delivery to supply the Applicant.

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Each Class of Service, at each location at which Service is desired, will be considered separately, and there will be a separate application of the appropriate Rate Schedule for each Class of Service at each Point of Delivery.

When a Customer has the option to choose the Rate Schedule under which Electric Service is taken, generally the Customer shall take any Rider applicable to the Rate Schedule it chooses, except with respect to certain express Riders, such as: the alternative financing (securitization) Riders and corresponding offset Riders, etc. With these exceptions (as may be modified from time to time), regardless of what Rate Schedule a Customer may choose, the Customer shall take the alternative financing (securitization) Rider and corresponding offset Rider that apply to the particular geographic area (*i.e.*, the Legacy EGSL Service Area or the Legacy ELL Service Area) where the Point of Delivery exists for the Customer. In all cases, the Applicability/Availability language of the specific Rider shall be controlling.

Certain situations may require written contracts; such contracts may contain special provisions that apply to the particular situation. In the case of Customers whose load is of unusual size or characteristics or at a remote location, additional rate and contractual arrangements may be justified. References in these Terms and Conditions to "Contract" or "Contract with Company" are intended to include, when applicable, (1) any written Contract for Electric Service in effect between the Company and Customer, (2) all Rate Schedules and Riders applicable to the Electric Service provided to the Customer pursuant to its Contract with Company and all Terms and Conditions, as such Rate Schedules, Riders and Terms and Conditions are amended from time-to-time, and (3) any other written and duly executed agreements between the Company and Customer.

A connection charge compensating Company for its costs may be made by Company, in accordance with Company's Rate Schedule then in effect providing for such charge, upon connection or reconnection of facilities for Service.

5. <u>RATE AND USE OF SERVICE</u>. The Customer will receive and pay monthly for all Electric Service supplied in accordance with applicable Rate Schedule(s). Bills are to be rendered monthly by the Company in accordance with the said rate and are payable by the prescribed billing due date. The terms "Month" and "monthly" as used herein are intended to designate the period between any two consecutive readings of the Company's meters at approximately 30-day intervals.

Bills are considered paid only when payment has actually been received and credited by Company. Checks shall constitute conditional payment only, dependent on clearing.

When it undertakes efforts to collect a delinquent bill, a collection charge compensating Company for its costs may be made by Company in accordance with Company's Rate Schedule then in effect providing for such charge.

In any case of Service diversion, theft, or failure to submit an application for Service, the Company may: 1) disconnect Service, 2) estimate a bill(s), 3) collect for Service that was used but not recorded as a result of the unauthorized use of Service, and any additional costs incurred to investigate and remedy the situation, and 4) require an additional amount as a deposit.

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# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

Except when specifically provided for in the Contract or Rate Schedule in effect between Company and Customer or by General Order of the Commission with respect to specific circumstances, Customer shall not, directly or indirectly, resell, sublet, assign, share, or otherwise dispose of the Electric Service, or any part of such Service; and where provided pursuant to Contract, shall use such Service solely for the purposes described in its Contract with Company. Except when specifically provided for in a Contract in effect between Company and Customer, Customer shall not use the Electric Service supplied by Company as supplementary, standby or breakdown Service. If, and only if, Customer and Company enter into a specific Contract therefor, Company will supply auxiliary and standby Service pursuant to the terms of such Contract. In such event, the Customer agrees to arrange its wiring, by means of a double-throw switch or other suitable devices, so that Customer's equipment cannot create a hazard on the Company's lines by energizing these lines. Customer further assumes all responsibility for energizing of Company's lines by Customer's equipment and agrees to protect and save Company harmless and indemnified from injury or damage to persons or property occasioned by the energizing of Company's lines by Customer's equipment.

The Customer will not extend nor connect installations across a street, alley, lane, or other public or private space in order to obtain Service for other premises, even though such other premises may be owned by the Customer, except on written consent of the Company.

If more than one rate is applicable to Customer's Service, Customer may choose whichever applicable rate is best adapted to his existing or anticipated Service on at least a twelve-Month basis, and having selected such rate may not again change rate within a twelve-Month period without the prior consent of Company. The preceding sentence shall in no event, however, permit a Customer to change or abrogate the Customer's obligation under any Contract, Rate Schedule or Rider for payment of any minimum or facilities charges. A new Customer will be given reasonable opportunity to determine his Service requirements before selecting the most favorable rate for such requirements. The Company does not assume responsibility that Customer will be served under the most favorable rate and the Company shall have no liability to make refunds covering the difference in charges under the rate in effect and the charges under any other rate applicable to Customer's Service.

6. <u>RATE CHANGES BY COMPANY</u>. The rates and charges charged to the Customer will be the Company's going rates and charges in effect for like conditions of Service to the class of Service, as provided in the Company's Rate Schedules, or in effective superseding Rate Schedules promulgated by the Company which are filed with, accepted for filing, or approved, as appropriate, by the regulatory authority having jurisdiction thereof.

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Revision #4

# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

Anything in these Terms and Conditions, any Contract with Customer, or any Rate Schedule to the contrary notwithstanding, each and all rates and charges by Entergy Louisiana, LLC in any Rate Schedule may be changed by the Company from time to time, at any time, and Company shall have and hereby specifically reserves the right in all events to change the rates and charges for its Services, in accordance with applicable law and procedures prescribed by the regulatory authorities having jurisdiction over such rates and charges, and to seek and place in effect changes in its rates and charges without the concurrence or joinder of Customer. Any increase or decrease in rates and charges by Company shall apply to Service contracted prior to the effective date of the increase or decrease, as well as Service contracted after such effective date. Such increased or decreased rates shall be effective from such date with respect to Service thereafter furnished to Customer even though such changed rate may not then be made effective as to all Customers within such class because of then-existing Contract restrictions or because of regulatory or governmental action, delay, or inaction with respect to such rate change being made applicable to other Customers. Customer shall have such rights as may be provided by applicable law and regulatory procedures to contest before the regulatory authority having jurisdiction whether any such changes in rates and charges are just and reasonable.

7. <u>DEPOSITS</u>. The Company may require the Customer to make and maintain a deposit to guarantee payment of bills in accordance with any applicable regulatory guidelines, but generally not in excess of a sum equal to twice the estimated maximum monthly bill of the Customer. When Service is discontinued, the amount of the deposit plus interest thereon will first be applied to pay any amount owed the Company by the Customer, and any remaining portion of the deposit and interest will be refunded.

8. <u>POINT OF DELIVERY</u>. The Company will normally supply to one premise only one Point of Delivery and only one of Company's standard types of Services and the Customer's installation is to be so arranged that Company measures the Customer's Electric Service with one metering installation. Unless otherwise specified in any written Contract with Customer, the Point of Delivery of Service shall be on the outside walls of Customer's building at a point nearest the lines of the Company. The Company's Rate Schedules, unless otherwise stated in the schedules, contemplate only one Point of Delivery to one premise, by overhead (aerial) connection by the shortest and most direct route. Only underground Service is available in underground network areas, unless otherwise made available under terms approved by the regulatory authority having jurisdiction thereof.

9. <u>METERING</u>. All Meters and devices necessary to measure electric energy are to be furnished and installed by the Company and will remain the property of the Company. Company shall have access to its property on Customer's premises at all reasonable times for the purpose of installing, testing, reading, inspecting, repairing, replacing, altering, or removing any of its property located on the Customer's premises and for other purposes necessary to enable it to render, or to disconnect Service, or to determine the Customer's compliance with the applicable Rate Schedule(s), Service Standards or Contracts. If safe access to the Company's facilities is not available, then the Company reserves the right, following notice to the Customer and an opportunity to resolve the access problem, to charge Customers for any incremental costs associated with needed special equipment, including the installation of facilities to enable offsite Meter reading. These cost categories may include vehicle trip cost, labor and Meter cost.

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# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

The Company will test its Meters at intervals as may be required by good operating practice and all lawful regulations. In case of guestions as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, and from time to time, to have the measuring instrument(s) tested and/or if necessary, recalibrated with both parties represented at the test. When requested by the Customer, the expense of the test and/or recalibration shall be borne by the Customer (subject to applicable regulatory limitations) if the Company's meters are found to be accurate within two (2) per cent; otherwise, the cost of the test shall be paid by the Company. No allowance in the charge for power shall be made to the Customer unless the error of the Meter or Meters exceeds two (2) per cent. If it shall be shown by the test that any of the measuring instruments are inaccurate, proper allowance as shown by the test to be necessary shall be made to the party entitled thereto, in accordance with the terms approved by the regulatory authority having jurisdiction thereof. No allowance will be made on any bill on account of claim for inaccuracy of measurement unless Customer shall request such allowance within thirty (30) days from the date of the bill. If the Company's measuring instruments fail to register at any time during any Month, the power delivered during such Month shall be estimated based on historic Customer usage and/or upon the basis of the amount of power delivered during the last preceding or next succeeding period of one Month that the Customer's facilities are operated under conditions similar to those existing during the Month in which said instruments failed to register.

10. DEFAULT AND SUSPENSION OF SERVICE. The Company may suspend Service and remove its facilities from the Customer's premises for any of the following reasons: (a) default by Customer in the payment in full when due of any sums due to Company under any Contract with Customer, or the Terms and Conditions, or applicable Rate Schedules then in effect; and failure to cure such default within the terms approved by the regulatory authority having jurisdiction thereof after notice to Customer from Company demanding payment; (b) failure of the Customer to perform any of its obligations under any Contract with Company or to comply with any of these Terms and Conditions, or the applicable provisions of any Rate Schedule; (c) fraud or abuse by Customer, or failure of Customer to prevent fraud or abuse in the receipt by Customer of Electric Service or in connection with the metering of such Service to Customer, or discovery by Company that the Meter used in connection with Service to Customer has been tampered with or damaged; or (d) discovery of conditions dangerous to life and property. Provided that the cause for suspension has been removed and that any applicable Contract with Company has not been terminated. Service will be restored in cases of suspension of Service for any of the above reasons after Customer has paid a fully compensatory charge to offset Company's Cost incurred in disconnecting and reconnecting Service, including any applicable tampering or theft fees, and any sums due for Electric Service previously rendered and, if requested by Company, Customer has made a reasonable deposit to guarantee performance by the Customer thereafter. Such charge for discontinuing and reconnecting Service, including any applicable tampering or theft fees, shall be in accordance with Company's schedule then in effect providing for such charge.

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# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

Except where specific notice is otherwise provided for above, reasonable notice to Customer prior to suspension of Service shall be given in accordance with any parameters established by the regulatory authority having jurisdiction thereof, if and to the extent circumstances permit: provided; however, that Company shall have the right to suspend Service even without notice (either by automatic equipment or otherwise) when there is not reasonable time under the circumstances to give notice such as in those circumstances where the default, in Company's judgment, is immediately endangering or damaging the equipment or facilities of Company or another Customer or interconnected party of Company, is interfering or may immediately interfere with Service to any other Customers, is causing serious fluctuation of voltage, or is immediately endangering the stability, integrity, or safe operation of Company's system or any part thereof. Suspension of Service shall not interfere with the enforcement by the Company of any rights of the Company under any Contract with Customer, or the Terms and Conditions, or Rate Schedules then in effect or of any other legal right, claim, or remedy Company may have against Customer.

Should the Customer at any time be in default under clause (a) or (b) above and fail to cure same after the notice provided for above, be in default in its obligations under Section 11 relating to requested curtailment, or if circumstances in clause (c) above should occur, then Company may, at its sole election, terminate and cancel any Contract for Electric Service then in effect with Customer, in which event the parties shall thereby be severally released from all obligations hereunder, other than rights of action then already accrued. The Company reserves the right to refuse Service at any location where customer is indebted to the Company for a similar Class of Service as being received or applied for. The Company reserves the right to refuse Service where an owner of a non-residential enterprise (individually or through a significant ownership in a prior entity) is indebted to the Company for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a tribute to the Company for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for a similar Class of Service as being received or applied for at the same location.

No dispute with reference to the amount due for power shall excuse the Customer from paying, at the time when payment is called for by any Contract with Customer, or the Terms and Conditions and Rate Schedules then in effect, the amount stated by Company to be due, but the Customer shall be entitled to recover any amount which it may have paid in excess of the amount actually found to be due.

INTERRUPTIONS AND CURTAILMENT. Company will endeavor to supply Customer a 11. steady and reliable supply of electric energy but does not warrant or guarantee the Service against irregularities or interruptions. Company shall not be liable to Customer, whether under Contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of the Company to supply, or the Customer to receive, electric energy, or for any interruption, voltage reductions or abnormalities, reversal of the supply or other irregularity, in the supply of Electric Service to Customer where such failure, interruption, reduction, abnormality, reversal, or other irregularity, directly or indirectly, (i) is by function of under frequency relays or other automatic load shedding equipment to preserve the integrity of Company's system or interconnected systems; (ii) is due to the negligence of Company, or its employees or contractors, and does not constitute gross negligence of or a willful default by Company; or (iii) is the result, in whole or in part, of injunction, fire, strike, lockouts and other industrial or labor disturbances, riot, explosion, storm, hurricane wind, lightning, flood, accident, breakdown, material shortage, delay in delivery, fuel shortage, fuel rationing, or fuel curtailment, governmental or regulatory action or inaction (included but not limited to action sought or supported by Company), acts of God, acts of any public enemy, civil disturbance, sabotage, delay or failure of performance by a third party, war national emergency, voluntary cooperation by the Company in any method of operation with, or in any program

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recommended or requested by civil or military authorities, or as a result of other acts of conditions, whether of the same or different type, which are beyond the reasonable control of Company (exclusive in all events of those described in (i) and (ii) preceding and the following paragraph, which operate independently). In connection with strikes, lockouts and other industrial disturbances, the settlement thereof shall be entirely within the discretion of the Company, and the Company shall not be required to make any settlement thereof by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company, and in connection with any disputes with governmental or regulatory authorities with respect to orders, conditions, restraints, regulations or other actions, the resolution thereof shall be entirely within the discretion of the Company and the Company, and the Company, and the Company, and the Company authorities with respect to orders, conditions, restraints, regulations or other actions, the resolution thereof shall be entirely within the discretion of the Company, and the Company and the Company authorities with respect to accede to any such actions when such course is in the judgment of the Company unfavorable to it.

Further, Company's obligation to supply Electric Service is also at all times subject to, and Company shall not be liable to Customer, whether under Contract or otherwise, for any damages or loss, direct or consequential, by reason of (i) interruption of Service by Company to make repairs or changes in or replace, test, or inspect the Company's equipment or facilities; (ii) interruption or curtailment of Service by manual load shedding in an emergency when, in Company's judgment, such action will tend to prevent or alleviate a threat to the integrity of Company's power supply; (iii) curtailment by Company of any Electric Service to Customer or refusal by Company to supply additional capacity or energy to Customer due to Company's implementation of its electric capacity and energy curtailment programs (which programs may provide for priorities as between various classes and categories of Customers and various use of Electric Service, may be implemented system-wide, regionally, or locally in the discretion of Company, and may be amended or supplemented by Company from time to time) whenever Company in its discretion, which shall not be exercised unreasonably, deems such implementation to be necessary because it is experiencing or is about to experience a shortage of capacity or energy resulting from any cause, subject to any order of any regulatory authority having jurisdiction; (iv) curtailment of any Electric Service to Customer made by Company in compliance with orders or requests of any governmental agency curtailing, conserving, reallocating, or diverting available electric power resources or fuel (including but not limited to orders sought or supported by Company); or (v) acceptance by Company (either with Contract or without) of new Customers and additional loads of Customers being served even though doing so may affect Customer by increasing the amount, frequency, or duration of curtailment of Service to Customer pursuant to such programs, unless the Company acts in bad faith in accepting the new or additional load. Upon written request from Customer. Company will provide to Customer a copy of such programs as supplemented, modified, and in effect from time to time. Customer shall be fully responsible for installing on the Customer's side of the Point of Delivery all equipment necessary to enable the Customer to effect such curtailment as may be provided for or requested under such programs.

In the event Company does curtail Electric Service to Customer pursuant to such program, Customer agrees that upon request it shall immediately take all action necessary to achieve the requested curtailment. In the event Customer does not upon request by Company immediately obtain the requested amount of curtailment, then such failure shall constitute a default by Customer hereunder, and in addition to other recourse which may be available to Company based upon such default, Company shall have the right to totally interrupt and suspend Service to the Customer without further notice during the period such curtailment is in effect. However, if actual interruption of Service to such defaulting Customer is not effected, Company shall not be liable for proceeding with other curtailments or for the effect such failure by the defaulting Customer may have upon other Customers. In the event that interruption and suspension of Service to a defaulting Customer

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# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

is not or cannot be effected for any reason, in absence of an expressed charge to be assessed under applicable Rate Schedules, the Company shall be authorized to charge such defaulting Customer an amount equal to five times the charge normally billable therefor under applicable Rate Schedules. Such charge shall be in addition to the regular rates chargeable for the Service to such Customer.

Whether a Customer has theretofore achieved requested curtailment or not, nothing herein shall limit the Company's rights to require further curtailment by or to interrupt Service to such Customer, nor limit the Customer's responsibilities with regard thereto.

If it is practicable to do so under then-existing conditions, Company shall attempt to give Customer advance notice of any interruption or curtailment, which notice may be by telephone, electronic communications, public media or other means, as appropriate; provided, however, that the Company shall have the right to interrupt or curtail Service even without notice (either by automatic equipment or otherwise) when there is not reasonable time under the circumstances to give notice. As used in this Section, the term "curtailment" shall for all purposes include voltage reductions or abnormalities, suspensions of Service, and any other forms of modification, reduction, or interruption, in whole or in part, of Electric Service.

12. PRORATION OF BILLING TO CONTRACT CUSTOMERS. A Customer receiving Service under a Contract shall not be liable to Company for damages or loss, direct or consequential, by reason of Customer's failure to take Electric Service made available by Company in the amount provided for in the Contract with Customer, where such failure is the result of injunction, fire, strike. riot, explosion, flood, accident, breakdown, Triggering Weather Event as defined below, acts of God, acts of any public enemy, or other acts or conditions reasonably beyond the control of Customer. The inability of a Customer, regardless of the cause, to take Service made available by Company, shall not relieve the Customer from his obligation to continue to pay in accordance with the applicable Rate Schedules, as provided in the Contract with such Customer. However, in the event that a strike at Customer's plant being served hereunder, or in the event of physical damage to or destruction of Customer's facilities at said plant, prevents, for a continuous sixty (60) day period, the use of Customer's facilities for the purpose for which they were operated prior to said strike, damage or destruction; and if Customer gives Company written notice of such during said sixty days; then commencing sixty days after the beginning of such strike, or the happening of such damage or destruction, the amount of Customer's Contract power commitment under its Contract with Company will thereafter be reduced to reflect the effect of the strike, damage or destruction upon the Customer's power requirements, for so long thereafter and only so long thereafter as Customer's loss of use of facilities, because of such strike, damage or destruction continues. However, Customer's obligation to pay facilities charges is unconditional, and such charges are payable regardless of Customer's inability or failure to take Service for any reason, and minimum charges under applicable schedules are due and payable in all events (except as provided above with respect to strike, damage or destruction) even though Customer takes no Service or takes less than the amount on which the minimum charge is based.

As used in the preceding paragraph, "Triggering Weather Event" is defined as:

(i) a storm or weather event, the occurrence or prospective occurrence of which prompted the issuance by the National Weather Service (or successor agency) of a "watch," "warning," or "advisory";

(ii) a "named" hurricane or tropical storm named by the National Weather Service (or successor agency); or

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(iii) a storm or weather event for which either (I) the President of the United States declares a "Federal Disaster Area" or makes a similar declaration or (2) the Governor of Louisiana declares a "State of Emergency" or makes a similar declaration.

LIABILITY. Customer assumes all responsibility for the electric power and energy supplied 13. hereunder after it leaves Company's lines at the Point of Delivery, as well as for the wires, apparatus and appurtenances used in connection therewith where located at or beyond the Point of Delivery; and Customer hereby agrees to protect and save Company harmless and indemnified from injury or damage to persons or property occasioned by such power and energy or by such wires, apparatus and appurtenances located at and beyond the Point of Delivery, except where said injury or damage shall be shown to have been occasioned by the sole negligence of Company or of its contractors. Further Company shall not be responsible for injury or damage to anyone resulting from the acts of the employees of Customer or of Customer's contractors in tampering with or attempting to repair, operate and/or maintain any of Company's lines, wiring, apparatus or equipment on Company's side of the Point of Delivery; and Customer will protect, save harmless and indemnify Company against all liability, loss, cost, damage and expense including attorney's fees by reason of injury or damage to such employee or to any other person or persons, resulting from such acts of Customer's employees or contractors. Likewise, Customer shall not be liable for injury or damage to anyone resulting from the acts of the employees of Company or of Company's contractors, in tampering with or attempting to repair, operate and/or maintain any of Customer's lines, wiring, apparatus or equipment, and Company will protect, save harmless and indemnify Customer from all liability, loss, cost, damage and expense including attorney's fees by reason of such injury or damage to such employee or to any other person or persons, resulting from such acts of Company's employees or contractors.

14. <u>FRANCHISES, RIGHTS-OF-WAY, PERMITS, ETC</u>. It is understood and agreed that the Company's obligations to supply Service are conditioned upon securing and retaining the necessary franchises, rights-of-way, and permits, at costs in its judgment reasonable and without the exercise of its right of eminent domain or expropriation, to enable it to make delivery of Electric Service, and the Customer agrees to furnish free of cost a right-of-way over land which is owned or controlled by the Customer, for delivery of Electric Service to Customer, and to aid in every way in securing other necessary rights-of-way, and furnish Company's employees access to premises free of tolls or other charges when employees are on Company business.

Whenever, by municipal or other governmental regulation any inspection certificate or permit approving the Customer's installation is required, such permit or certificate shall be obtained by and at the expense of the Customer before Service is made available. The Company may refuse or discontinue Service to any Customer's installation it deems unsafe, but the Company shall not be responsible for any loss or damage resulting from any such defective installation and the fact that the Company has established Service shall not imply its approval of any such installation.

The Customer shall furnish a suitable place for the proper installation of transformers, meters and other electrical equipment necessary to deliver and measure the electric energy to be supplied by Company to Customer. Customer agrees not to injure or tamper with, and to take any reasonable steps to prevent employees of Customer or other persons from injuring or tampering with, said transformers, meters and other electrical equipment of Company.

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Company agrees to install and maintain in accordance with good electrical practice and all applicable lawful regulations, all of its lines, wiring, apparatus, facilities and appliances connected to Customer's lines.

Customer agrees to install and maintain in accordance with good electrical practice and all applicable lawful regulations, all of its lines, wiring, apparatus, machinery and appliances connected to Company's lines. If at any time any part of Customer's lines, wiring, apparatus, machinery, or appliances shall be in a condition which interferes with Company's proper Service to Customer, or to its other Customers, Company shall have the right, in addition to any other right of discontinuance hereunder, to discontinue Service to Customer until such interfering parts shall be put back in proper operating condition, or shall have been replaced or disconnected. Except in case of emergency, Company shall give Customer reasonable written notice of its intention to discontinue Service to Customer of such interfering part. Neither party to any Contract between Company and Customer assumes the duty of inspecting the other party's lines, wiring, apparatus, machinery, or appliances, or any part thereof, and the fact that Service may have been made available does not in any way constitute Company's approval of Customer's lines.

15. <u>PAYMENT FOR ALTERING EXISTING SYSTEMS</u>. If the Company makes changes in existing overhead or underground systems or other facilities at the Customer's request, the full Cost of such changes (including but not limited to any governmental assessment, fee, or tax, including any income tax which may be due by Company on any such payments) shall be paid by the Customer in advance of construction based upon Company's estimate of such Costs, unless Company determines, in its sole discretion, that factors such as increased electricity sales associated with Customer's request warrant the Company waiving some or all of such Costs.

16. <u>TEMPORARY SERVICE</u>. Installation Cost, Cost of materials not salvable and removal Cost of facilities for temporary Service shall be paid by the Customer in addition to the amounts arrived at by applying the appropriate Rate Schedule. Customer shall pay to the Company in advance for the installation Costs, Cost of materials not salvable and removal Costs, as estimated by the Company, in addition to the deposit which may be required as security for payment for Electric Service. The Company may refuse to render temporary Service if Service to other Customers will be affected adversely.

17. <u>CONNECTIONS TO COMPANY'S LINES</u>. All connections to the lines or facilities of the Company will be made by the Company's authorized employees.

18. <u>VOLTAGE FLUCTUATIONS</u>. In case Customer has equipment having electric characteristics which may cause serious fluctuations of voltage and interfere with the Service of the Company to its Customers, the Company may decline to serve or to continue to serve such equipment under the Company's established Rate Schedules until the Customer having such equipment has provided, at his expense, suitable corrective devices to hold to reasonable limits the effect of such fluctuations. Circumstances may require such equipment to be supplied separately from other Service, and in such event, Company may require additional contractual arrangements and may Meter and bill such Service separately from other Service supplied to the Customer.

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# TERMS AND CONDITIONS OF ELECTRIC SERVICE PROVIDED BY ENTERGY LOUISIANA, LLC

19. <u>REMOVAL OF COMPANY'S FACILITIES</u>. Upon discontinuance of Service the Company may without liability for injury or damage dismantle and remove all facilities installed for the purpose of supplying Electric Service to the Customer and shall be under no further obligations to serve Customer at the Point of Delivery. In the event Customer requests permanent removal of Company's facilities upon or at some point after discontinuance of Service, Company may require Customer to acknowledge in writing the existence of Company's facilities and such request shall be subject to the requirements of Section 14.

20. <u>NONWAIVER</u>. No delay by the Company in enforcing any of its rights against Customer, or any other Customer, shall be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults or any default by another Customer be deemed a waiver of any other or subsequent default.

21. <u>MODIFICATIONS TO TERMS AND CONDITIONS</u>. Any modifications to the Terms and Conditions submitted by the Company for general application will be submitted to the Commission, with notice of such submission to be published in the Commission's Official Bulletin.

22. <u>EXTENSION OF FACILITIES</u>. The Company will normally extend its facilities to serve new, permanent Customers or, in some instances, existing customers that increase their usage and/or electric load and require utility investment to serve them when, in the Company's sole opinion, the anticipated new annual revenue/revenue from expanded load (excluding non-base rate Riders) is sufficient to produce a ratio of total upfront investment to revenue of 5 to 1, or less, without any contribution from the new Customer (or Customers) involved.

When the required ratio is not satisfied by the Customer (or Customers) applying for Service, but the investment is to be made in a growing area and the Company in its sole discretion believes that the development therein will produce a ratio of 5 to 1 or less within five years, such facilities will be built without cost to the Customer (or Customers) requesting Service.

When the required ratio is not satisfied, the Customer (or Customers) requesting Service will be required to pay to Company the amount of which the estimated total investment in the necessary facilities exceeds the anticipated additional revenue to be generated over a 5-year period starting from the point in time that the Customer (or Customers) begins taking Electric Service.

The estimated total investment will include all necessary equipment, materials, labor, supplies, right-of-way, applicable taxes and fees, etc. or any other Cost associated with providing Service to Customer (or Customers), less any investment included in the total investment which should be charged to "System Improvements."

Larger commercial, industrial, and governmental Customers will be considered separately by the Company on a case-by-case basis taking into account the specifics of each application. Nothing in this section will conflict with any relevant general order of the Commission as those general orders may relate to matters such as constructing new underground electric facilities.

#### **RESIDENTIAL SERVICE RATE SCHEDULE**

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), 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 Terms and Conditions and Service Standards 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 Rate is available for all domestic purposes in single family residences or individual apartments. This Rate is not applicable to Service to common facilities at apartments and other multi-family dwelling units. Service will be single-phase except that three-phase service may be rendered hereunder, at Company's option, where such Service is available. Where a Customer has more than one Meter, each Meter will be billed separately. Resale, breakdown, or auxiliary Service is not applicable hereunder.

As of the effective date of this rate schedule, farm service will be separately metered for all new account set-ups and will be served on the most appropriate non-residential schedule.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. NET MONTHLY BILL

A. Customer Charge

\$12.00 per Month

B. Energy Charge

\$0.09477 per kWh for all kWh

C. Adjustments

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

D. Minimum Charge

The Minimum Charge is the Customer Charge.

#### ENTERGY LOUISIANA, LLC ELECTRIC SERVICE SCHEDULE RS

#### Revision #0

# **RESIDENTIAL SERVICE RATE SCHEDULE**

# III. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

# RIDER TO SCHEDULE RS FOR LOW INCOME SENIOR CITIZENS

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company") taking service under Schedule RS 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 Terms and Conditions and Service Standards 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.

Eligible customers must be 65 years of age or older and have annual income at or below 150% of the Federal Department of Health and Human Services' poverty guidelines based on a household comprised of two persons.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. MODIFICATION OF THE REGULAR RATE

The Customer Charge as stated in § II of Schedule RS will not be applicable. All other charges (credits) and/or provisions of Schedule RS will remain unchanged.

ENTERGY LOUISIANA, LLC ELECTRIC SERVICE SCHEDULE MMRA-L Revision #1

#### MASTER-METERED RESIDENTIAL APARTMENT SERVICE RATE SCHEDULE (CLOSED TO NEW BUSINESS)

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy ELL Service Area, 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 Terms and Conditions and Service Standards 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 schedule is not available to new Customers in compliance with Louisiana Public Service Commission General Order dated April 20, 1978.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICATION

To Electric Service for the total electrical requirements of master-metered residential apartment complexes where the complex owns, operates, and maintains its own distribution system and distributes Electric Service to individual family apartments for domestic purposes, and other uses such as central air conditioning and heating, laundry, lighting, and water heating, where all such Services are provided only for the apartment complex. Such other uses may be separated from Service used within the individual apartment and served on a general service Rate Schedule.

Service hereunder is for the exclusive use of the apartment complex, for itself and its residential tenants and is not to be used for standby, resold, except as may be furnished to its tenants, if no specific charge is made therefor, and is not available to other parties within or without the apartment complex for commercial establishments.

Service hereunder shall be supplied at one Point of Delivery and measured through one Meter. Service hereunder is subject to any of Company's Rider Schedules that may be applicable.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase at one standard voltage as described in applicable Service Standards.

ENTERGY LOUISIANA, LLC ELECTRIC SERVICE SCHEDULE MMRA-L Revision #1

#### MASTER-METERED RESIDENTIAL APARTMENT SERVICE RATE SCHEDULE (CLOSED TO NEW BUSINESS)

#### IV. NET MONTHLY BILL

A. Rate

Demand Charge \$617.11 \$9.82	per kW for the first 35 kW or less of Demand per kW for all additional kW of Demand
Energy Charge	
\$0.10768	per kWh for the first 14,000 kWh
\$0.06351	per kWh for additional kWh up to 80,000 kWh, or up to 400 kWh
\$0.03934	per kW of Demand, whichever is the greater per kWh for all additional kWh
ψ0.0000+	

#### B. Minimum Bill

\$8.50 per kW, based on the highest monthly Demand occurring during the twelve Month period ending with the current Month, but for not less than the minimum kW specified in the Electric Service Agreement, plus any applicable adjustments.

#### C. Adjustments

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### V. DEMAND

The maximum kW registered during the current Month by a Demand Meter suitable for measuring the Demand used during a 15-minute interval, but not less than the minimum kW specified in the Customer's Electric Service Agreement, nor less than 35 kW.

#### VI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

# MASTER-METERED RESIDENTIAL APARTMENT SERVICE RATE SCHEDULE (CLOSED TO NEW BUSINESS)

# VII. CONTRACT PERIOD

The Contract shall be for a minimum period of three (3) Years, and at Company's option, may be longer to justify the investment in facilities.

# OPTIONAL BILLING PLANS SCHEDULE (LEVELIZED AND EQUAL PAY)

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"). This Rate is available 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 Terms and Conditions and Service Standards 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 schedule is available at all points throughout the territory served by the Company to any year-round customer receiving service under the Company's residential rate schedule(s) and to places of worship such as churches, synagogues, mosques, and temples (including service provided on the premises which is directly related to the operation of the facility for religious purposes). Customers requesting to be billed under either optional billing plan must have an acceptable credit rating.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. PURPOSE

To provide billing options, in addition to the standard billing, which equalize, to the extent practicable, the monthly amounts to be paid by the Customer during the Year.

#### III. BILLING OPTIONS

#### LEVELIZED BILLING OPTION

The Customer's monthly bill will be computed in accordance with the applicable Rate Schedule(s) and the Customer's account debited with such amount ("Billed Amount") in the usual manner. The net amount payable for Service in the current Month ("Levelized Amount") shall equal, to the nearest whole dollar, the average monthly Billed Amount debited to the Customer's account during the twelve (12) Months ending with the current Month, plus or minus one-twelfth (1/12) of the current balance of the accumulated difference between previous debits and the Levelized Amounts payable under this option.

Where the Customer has less than twelve (12) Months' billing history at his present location or the billing history is not representative, estimates of monthly bills may be made solely for determining the month's Levelized Amount.

# OPTIONAL BILLING PLANS SCHEDULE (LEVELIZED AND EQUAL PAY)

# EQUAL PAY OPTION

The Customer's monthly bill will be computed in accordance with the applicable Rate Schedule and the Customer's account will be debited with the Billed Amount. The net amount payable for Service for the current Month ("Equal Pay Amount") will equal, to the nearest whole dollar, one-twelfth (1/12) of the current and previous eleven (11) Months' amounts billed for all metered Electric Service to the account. During the billing process for the thirteenth (13<sup>th</sup>) Month ("Anniversary Month"), and during the billing process for each subsequent Anniversary Month, the Equal Pay Amount will be recalculated. The new Equal Pay Amount for the current and next eleven (11) Months will equal one-twelfth (1/12) of the sum of the current and prior eleven (11) Months' Billed Amounts plus the current balance of the accumulated difference between the previous twelve (12) Months' Billed Amounts and Equal Pay Amounts.

The Equal Pay Amount may be adjusted in any Month in which there is significant variation between the Equal Pay Amount and the current balance of the accumulated difference.

Where Customer has less than twelve (12) Months' billing history at his present location or the billing history is not representative, estimates of monthly bills may be made solely for determining the monthly equal pay amount.

#### IV. WITHDRAWAL

Customers who voluntarily or involuntarily withdraw from this Optional Billing Plan for any reason will not be eligible for readmission to the Plan until the seventh (7<sup>th</sup>) billing Month following such withdrawal. The transfer of all or portions of accumulated difference credit balance at the request of the Customer for any reason shall constitute voluntary withdrawal from this Optional Billing Plan.

# V. TERMINATION

Billing under this plan may be terminated by either party by giving notice to the other, in which event any debit or credit existing in the Customer's account will either be billed to the Customer or refunded, as the case may be at the time. If Customer's billing under this plan is terminated for any reason, Customer is not eligible for this billing option until the seventh (7<sup>th</sup>) billing Month following termination.

#### **ENERGY EMERGENCY DEFERRED BILLING PROGRAM SCHEDULE**

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"). This Rate is available 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. PURPOSE

To provide Eligible Customers with a program to defer utility payments in the event of a Louisiana Public Service Commission ("LPSC" or "Commission") declared Energy Emergency pursuant to Louisiana Revised Statutes, Title 45, Chapter 9, Part V-A and LPSC General Order No. R-26038 dated March 7, 2002.

#### III. DEFINITIONS

Certifying Agency - an agency authorized to certify that an Applicant meets the criteria for eligibility to participate in this Program.

Eligible Customer - a Customer meeting the criteria for eligibility to participate in this Program under either Louisiana Revised Statutes, Title 45, Chapter 9, Part V-A or LPSC General Order No. R-26038 dated March 7, 2002.

Energy Emergency - any specific period of time declared by the LPSC through official action based upon predetermined criteria.

Energy Emergency Deferred Billing Program ("EEDBP") - the program established by the Commission pursuant to Louisiana Revised Statutes, Title 45, Chapter 9, Part V-A and LPSC General Order No. R-26038 dated March 7, 2002.

Energy Emergency Period - the period during which there is a Commission declared Energy Emergency.

Life-sustaining, electrically operated equipment, or life-sustaining medical treatment - any treatment, device or apparatus, that exists in any way through the use of electricity and without its aid, a physician has certified, termination of life would occur.

#### ENERGY EMERGENCY DEFERRED BILLING PROGRAM SCHEDULE

#### IV. APPLICATION

To Customers meeting any one of the following requirements:

- 1. Persons whose income does not exceed one hundred and fifty (150) percent of the poverty level as established by the Federal Government and who are sixty-five (65) years of age or older;
- 2. Persons who receive any one of the following:
  - a. Food stamps
  - b. Temporary Assistance for Needy Families;
- 3. Persons whose sole income consists of Social Security payments;
- 4. Governmental entities determined by the Commission as being a vital governmental entity that provides services, the absence of which could result in imminent peril to the public health, safety and welfare; or
- 5. Persons certified by a physician as needing life-sustaining, electrically operated equipment, or life-sustaining medical treatment that requires electricity, in order to live.

#### V. DEFERRED PAYMENT OPTION

A Customer desiring to participate in the EEDBP shall pre-enroll through the filing of a completed Enrollment Form. The Customer's Enrollment Form shall be certified by a Certifying Agency, which declares that the Customer fulfills any one of the requirements for participation in this program.

In any period declared by the LPSC to be an Energy Emergency, the amount of a preenrolled Customer's bill, if that bill includes consumption during an Energy Emergency, in excess of the Customer's bill for the same period in the prior Year ("Deferred Amount") shall be deferred and payable in twelve equal monthly payments and shall be represented by the following formula:

Y = X - Z

Where:

- Y = the Deferred Amount
  - X = the monthly bill that includes consumption during an Energy Emergency Period
  - Z = the monthly bill for the same period in the prior Year ("Prior Period monthly bill")

The net amount due from an Eligible Customer in any billing Month during which an Energy Emergency occurs shall be the current Month's bill plus 1/12<sup>th</sup> of the Deferred Amount (the "Monthly Deferred Amount"). The Monthly Deferred Amount shall be added to the bill in subsequent Months until such time as the entire Deferred Amount is paid in full.

Where no Prior Period monthly bills exist, the Company shall estimate the amount for the Prior Period monthly bills based on appropriate factors.

#### ENERGY EMERGENCY DEFERRED BILLING PROGRAM SCHEDULE

Minimum Deferred Amount: Where the Deferred Amount "Y" is less than twenty dollars (\$20.00) for any Month, that amount shall not be deferred and shall be due with the Customer's monthly bill.

The terms of this tariff shall remain in effect unless and until the Eligible Customer fails to make the required payments. Nothing in this tariff shall negate or impede operation of provisions of the Company's Rate Schedules whereby the Company may assess delinquent payments or implement delinquent payment procedures in the event that the amount due becomes delinquent. If an account is delinquent, the entire amount of the account becomes due.

#### VI. WITHDRAWAL

Billing under this plan may be terminated upon written notification to the Company by either the Customer or a Certifying Agency that the Eligible Customer either no longer desires to participate in the EEDBP or no longer fulfills the requirements for participation in the EEDBP.

# SMALL GENERAL SERVICE RATE SCHEDULE

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside the Legacy EGSL Service Area. For a Customer having a point of interconnection outside of the Legacy EGSL Service Area to qualify to take Service under this schedule, the Customer must (1) have a minimum new firm load (or increase in firm load) of 500 kW; (2) execute a new Electric Service Agreement, or execute an amendment to an existing Electric Service Agreement to reflect the increase in firm load for billing purposes; and (3) in the case of an existing Customer increasing firm load under (1), above, that does not receive the Economic Development Rider incentive in conjunction with the increased firm load, that existing Customer must provide the Company with a notarized affidavit in conjunction with executing its new (or amended) Electric Service Agreement that contains (i) a statement that the existing Customer is adding at least 500 kW of new firm load, and (ii) a brief written description of the project(s) or process(es) causing that increase in firm load.

This Rate is available where facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served, and Service is taken according to Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable under the Terms and Conditions and Service Standards of the Company to the total lighting and power Service of any Customer using 4,000 kW or less of Demand and taking Service at secondary voltage.

This Rate is not available to new Customers over 1,000 kW as of the effective date of this schedule.

#### III. NET MONTHLY BILL

A. Customer Charge

\$24.11 per Month

B. Energy Charge

\$0.10393 per kWh for all kWh

# SMALL GENERAL SERVICE RATE SCHEDULE

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### D. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition of charge, (except state, parish, city and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979, except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

#### E. Minimum Charge

The Minimum Charge will be the Customer Charge plus the Tax Adjustment.

#### IV. PHASE AND VOLTAGE OF SERVICE

Service under this Rate Schedule will be rendered at the Company's standard secondary voltage and phase at the point of Service. Where additional facilities are required, additional charges may be necessary, calculated in accordance with Schedule AFC.

#### V. METERING

Customer's wiring must terminate at a common metering point in order that Service will be measured by a single metering installation. If more than one Meter is required, each Meter shall be billed separately.

#### VI. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by the Customer as an auxiliary or supplementary Service to engines or other prime movers, or to any other source of power. Customer shall not submeter and resell any energy purchased under this Rate.

#### VII. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

# RIDER FOR UNMETERED SERVICE TO SCHEDULE SGS-G

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rider is applicable under the Terms and Conditions and Service Standards of the Company to Customers who contract for unmetered Electric Service under Schedule SGS-G, where the Service is for billboards, unmetered telephone services, telephone booths, railroad signals, cathodic units, traffic cameras, safety surveillance video equipment, crime cameras, or Community Antenna Systems utilizing pole mounted power supplies, amplifiers, and related incidental equipment, hereinafter referred to as equipment, or other such equipment where metering is not feasible or economical.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single phase, and at one standard voltage as described in Company's Service Standards.

#### IV. NET MONTHLY BILL

Bills to the Customer may, at the Company's option, be rendered for multiple points of Service; however, each point of Service will be billed individually. For purposes of this Rider, the Net Monthly Bill under Schedule SGS-G will be modified as follows:

- A. The Customer charge will be \$16.49 per Month.
- B. kWh usage will be determined as set forth in § V.
- C. The energy charge will be \$0.10021 per kWh per Month.
- D. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

# RIDER FOR UNMETERED SERVICE TO SCHEDULE SGS-G

E. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition of charge, (except state, county, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979, except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

F. Minimum Charge

The Minimum Charge will be the Customer charge plus the Tax Adjustment.

#### V. DETERMINATION OF ENERGY REQUIREMENT

- A. At the time Customer contracts for Service under this Rider Schedule UMS-G, Customer shall provide Company with a written inventory of all equipment at each point of Service for which Customer requests Service under this Rider, which inventory shall include the type and nameplate rating for each piece of equipment. The billing energy for each point of Service will be determined by the Company's estimation of the kWh usage based on the type, rating, and quantity of the equipment from the inventory provided by Customer.
- B. Customer will update its inventory by informing the Company in writing of changes in type, rating, and/or quantity of equipment as such changes occur, and billings will be adjusted accordingly.
- C. Company may, at its discretion, test meter the load of various types and ratings of Customer's equipment to the extent necessary to verify the estimated kWh usage used for billing purposes and, where dictated by such test metering, Company will make prospective adjustments in estimated usage for subsequent billing purposes; however, Company shall be under no obligation to test meter the load of Customer's equipment and Company's decision not to test meter the load of Customer's equipment shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.
- D. Upon Company's request, but no later than the anniversary date on which Customer first takes Service under this Rider, Customer shall provide an updated inventory of all equipment at each point of Service.
- E. Company shall endeavor to inspect the equipment at each point of Service annually as close to the anniversary date of the Contract as is practical and make prospective adjustments in billing as indicated by such inspections; however, Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. Company's decision not to conduct such inspections shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.

# RIDER FOR UNMETERED SERVICE TO SCHEDULE SGS-G

- F. As this Service is unmetered, Customer agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the installations of Customer's equipment were electrically operable during the period in question and regardless of the cause of such equipment's failure to operate.
- G. The minimum Demand for any Service location shall not be less than ten percent of the electrical capacity required to serve Customer's load at such location.

#### VI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside of the Legacy EGSL Service Area. For a Customer having a point of interconnection outside of the Legacy EGSL Service Area to qualify to take Service under this schedule, the Customer must (1) have a minimum new firm load (or increase in firm load) of 500 kW; (2) execute a new Electric Service Agreement, or execute an amendment to an existing Electric Service Agreement to reflect the increase in firm load for billing purposes; and (3) in the case of an existing Customer must provide the Company with a notarized affidavit in conjunction with executing its new (or amended) Electric Service Agreement that contains (i) a statement that the existing Customer is adding at least 500 kW of new firm load, and (ii) a brief written description of the project(s) or process(es) causing that increase in firm load.

This Rate is available 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable under the Terms and Conditions and Service Standards of the Company to Customers who contract for not less than 5 kW and not more than 4,000 kW of Electric Service to be used for general lighting and power.

#### III. NET MONTHLY BILL

- A. Customer Charge
  - \$73.95 per Month
- B. Demand Charge

\$8.31

per kW

C. Energy Charge

\$0.04722	per kWh First 50 kWh Per kW of Demand
\$0.04425	per kWh Next 100 kWh Per kW of Demand
\$0.04129	per kWh Next 225 kWh Per kW of Demand
\$0.03835	per kWh Additional kWh

D. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

E. Delivery Voltage Adjustment

Delivery Voltage

Adjustment Charge (Credit)

SecondaryNo AdjustmentPrimary (2.4 KV-34.5 KV)(\$0.58) per kW of Demand69 KV to 230 KV(\$2.22) per kW of Demand

F. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

G. Minimum Charge

The Minimum Charge will be the sum of the Customer Charge, Demand Charge, Tax Adjustment, and Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for the additional Costs.

#### IV. METERING, PHASE AND VOLTAGE OF SERVICE

Service under this Rate Schedule will be rendered and metered at Company's standard secondary voltage and standard phase available at the point of Service. For any nonstandard or duplicative facilities, Customer will, at Company's option, either pay a facilities charge in accordance with Schedule AFC or provide such facilities at Customer's own expense.

Where Service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of demand measurement than 30-minute intervals.

#### V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 80% of measured monthly maximum kVA used during any 30-minute interval exceeds the corresponding measured kW, Company will use 80% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 80% or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

#### VI. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current billing Month, subject to § IV and V above; or
- B. 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VII below, or
- C. 5 kW.

### VII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

- A. Highest Contract Power the greater of (i) the highest Demand established during the billing Months of June September since Service to Customer began under the currently effective Contract, or (ii) the Contracted kW specified in the currently effective Contract.
- B. Contract Power the greater of (i) 60% of the Highest Contract Power, or (ii) the highest demand established per § VI.A above during the billing Months of June September during the 12 Months ending with the current Month. For the initial 12 Months of Customer's Service, the Contract Power shall be estimated in advance from best data available and subject to adjustment for difference in actual and estimated.

#### VIII. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by Customer as an auxiliary or supplementary Service to engines or other prime movers, or to any other source of power except in conjunction with riders for standby service under Rate Schedule SMQ. Customer shall not submeter and resell any energy purchased under this Rate.

#### IX. CONTRACT

The Contract shall be for a minimum period of one (1) Year and, at Company's option, may be longer to justify the investment in facilities.

## X. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside of the Legacy EGSL Service Area. For a Customer having a point of interconnection outside of the Legacy EGSL Service Area. For a Customer having a point of interconnection outside of the Legacy EGSL Service Area to qualify to take Service under this schedule, the Customer must (1) have a minimum new firm load (or increase in firm load) of 500 kW; (2) execute a new Electric Service Agreement, or execute an amendment to an existing Electric Service Agreement to reflect the increase in firm load for billing purposes; and (3) in the case of an existing Customer increasing firm load under (1), above, that does not receive the Economic Development Rider incentive in conjunction with the increased firm load, that existing Customer must provide the Company with a notarized affidavit in conjunction with executing its new (or amended) Electric Service Agreement that contains (i) a statement that the existing Customer is adding at least 500 kW of new firm load, and (ii) a brief written description of the project(s) or process(es) causing that increase in firm load.

This Rate is available 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable on a voluntary basis under the Terms and Conditions of the Company to Customers having the appropriate metering (See § IV) and who contract for not less than 5 kW or not more than 4,000 kW of Electric Service to be used for general lighting and power.

#### III. NET MONTHLY BILL

A. Customer Charge

\$73.95 per Month

		Billing Months of	
		<u>May-October</u>	November-April
В.	Demand Charge All kW per Month	\$10.35 per kW	\$7.40 per kW
C.	Energy Charge All kWh Used On-peak All kWh Used Off-peak	\$0.09505 per kWh \$0.03546 per kWh	\$0.03867 per kWh \$0.03546 per kWh

See § VI below for definition of on-peak and off-peak hours.

D. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

E. Delivery Voltage Adjustment

Delivery Voltage

Adjustment Charge (Credit)

SecondaryNo AdjustmentPrimary (2.4 KV-34.5 KV)(\$0.58) per kW of Demand69 KV to 230 KV(\$2.22) per kW of Demand

F. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

G. Minimum Charge

The Minimum Charge will be the sum of the Customer Charge, Demand Charge, Tax Adjustment and Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for the additional Costs.

### IV. METERING, PHASE AND VOLTAGE OF SERVICE

Service under this Rate Schedule will be rendered and metered at Company's standard secondary voltage and standard phase available at the point of Service. For any nonstandard or duplicative facilities, Customer will, at Company's option, either pay facilities charge in accordance with Schedule AFC or provide such facilities at Customer's own expense.

Appropriate metering facilities required for this Schedule shall be determined by the Company and Service under this schedule will not begin until such metering facilities have been installed.

Where Service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of demand measurement than 30-minute intervals.

### V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 80% of measured monthly maximum kVA used during any 30-minute interval exceeds the corresponding measured kW, Company will use 80% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 80% or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

#### VI. OFF-PEAK PROVISION

In case the monthly maximum kW demand occurs during an off-peak period and is also greater than the Contract Power, such monthly maximum kW demand will be reduced, for purposes of § III.B by 80% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in § VII.C below.

Off-peak hours, for purposes of this schedule, are all hours of the Year not specified as onpeak hours. With approval of the Louisiana Public Service Commission, Company at its sole discretion can change the on-peak hours and season from time to time.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday of each week beginning on May 15 and continuing through October 15 of each Year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours, for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday of each week beginning October 16 and continuing through May 14 of each Year, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not on-peak.

## VII. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current Month, subject to § IV, V and VI above; or
- B. 50% of the first 500 kW of Contract Power plus 75% of all additional kW of Contract Power as defined in § VIII below, or
- C. 5 kW

#### VIII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

- A. Highest Contract Power the greater of (i) the highest Billing Load established during on-peak periods since Service to Customer began under the currently effective Contract, or (ii) the Contracted kW specified in the currently effective Contract.
- B. Contract Power the greater of (i) 60% of the Highest Contract Power, or (ii) the highest load established under § VII.A above during on-peak periods; during the 12 Months ending with the current Month.

### IX. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by the Customer as an auxiliary or supplementary Service to engines or other prime movers, or to any other source of power. Customers shall not submeter and resell any energy purchased under this Rate.

## X. CONTRACT

The Contract shall be for a minimum period of one (1) Year and, at Company's option, may be longer to justify the investment in facilities.

#### XI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

Revision #1

## EXPERIMENTAL ECONOMIC DEVELOPMENT RIDER FOR WATER AMUSEMENT PARKS (CLOSED TO NEW BUSINESS)

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area To qualify for this Rider, Customers must take Service under Service Rate Schedule GS-G for no less than 1,000 kW, have an established operating season annually, and meet the following criteria:

- A. Customer's enterprise is commercial and is classified as Standard Industrial Classification ("SIC") code 7996 or enterprises that the Company deems sufficiently similar;
- B. Customer takes Service under the Company's General Service Rate Schedule GS-G; and
- C. Customer's primary business on the premises is a water amusement park.

This Rider is closed to new business as of the Effective Date of this Schedule.

This Rider is not available for temporary Service for construction.

The Company reserves the right to modify or discontinue this Rider at any time, subject to the appropriate Louisiana Public Service Commission approval.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. MODIFICATIONS TO THE GENERAL SERVICE RATE SCHEDULE

§ VI.B of the General Service Rate Schedule GS-G will be modified to read as follows:

B. 25% of the first 250 kW of Contract Power plus 50% of all additional kW of Contract Power as defined in § VII below, or

§ VI.B.( i ) of the General Service Rate Schedule GS-G will be modified to read as follows:

(i) 30% of the Highest Contract Power, or

All other charges and/or provisions of the General Service Rate Schedule GS-G will remain unchanged.

#### III. CONDITIONS OF SERVICE

Prior to Service being rendered under this Rider, Customer will provide written attestation to the Company that the criteria listed in § I above are true and correct for the Customer.

Final determination as to Customer's qualifications to receive Service under this Rider will be made solely by the Company.

Revision #1

## EXPERIMENTAL ECONOMIC DEVELOPMENT RIDER FOR WATER AMUSEMENT PARKS (CLOSED TO NEW BUSINESS)

## IV. CONTRACT TERM

Service under this Rider requires a minimum Contract term of three (3) Years.

## SPECIAL MINIMUM CHARGE RIDER TO SCHEDULES SGS-G AND GS-G

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside of the EGSL Legacy Service Area.

This Rider is available 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rider is applicable under the Terms and Conditions and Service Standards of the Company to Customers served under schedule SGS-G or GS-G for Service to:

- A Places of worship such as churches, synagogues, mosques, and temples and other uses on the premises directly related to the operation of the facility for religious purposes.
- B Elementary and secondary schools (public and parochial) and state colleges and universities directly related to the operation of the school for educational purposes.
- C School athletic associations, amateur non-profit athletic fields devoted to public use, and public playgrounds, parks, swimming pools, gymnasiums, or stadiums owned and supported by a municipality or parish, if separately operated and served for amateur athletic or public recreation purposes.
- Municipal facilities, public auditoriums owned and supported by a municipality or parish for public use, if operated and served separately from contiguous space rented to tenants.
- E Seasonal operations recurring annually, which include, but are not limited to, agricultural products, ball parks operated by non-profit organizations, and public playgrounds.

#### III. MODIFICATION TO REGULAR RATE SCHEDULE

§ VI, Determination of Demand, under Schedule GS-G, is modified to the extent that Demand will be the actual maximum kW load of the current Month but not less than 5 kW.

## SPECIAL MINIMUM CHARGE RIDER TO SCHEDULES SGS-G AND GS-G

#### IV. CUT-IN/CUT-OUT

For seasonal operations such as those described above, the following will also apply:

- 1. Customer will be allowed one free cut-in following a cut-out after regular seasonal operations have been completed, provided such request for a cut-in is made in the same calendar Year as the cut-out was requested.
- 2. For each cut-in requested in addition to the one free cut-in described above, Customer will pay Company its additional Costs involved, but not less than \$27.45 per such additional cut-in as a service charge in addition to all other charges under the regular Rate Schedule.
- 3. Where a portion of the Service, such as lighting, is on a Year-round basis and not cut-out seasonally, Customer will arrange wiring so that such portion can be separately served, metered, and billed under the applicable Rate Schedule.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy ELL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside of the Legacy ELL Service Area. For a Customer having point of interconnection or any qualifying Customers of ELL. For a New Customer having a point of interconnection outside of the Legacy ELL Service Area to qualify to take Service under this schedule, the Customer must (1) have a minimum new firm load (or increase in firm load) of 500 kW; (2) execute a new Electric Service Agreement, or execute an amendment to an existing Electric Service Agreement to reflect the increase in firm load for billing purposes; and (3) in the case of an existing Customer increasing firm load under (1), above, that does not receive the Economic Development Rider incentive in conjunction with the increased firm load, that existing Customer must provide the Company with a notarized affidavit in conjunction with executing its new (or amended) Electric Service Agreement that contains (i) a statement that the existing Customer is adding at least 500 kW of new firm load, and (ii) a brief written description of the project(s) or process(es) causing that increase in firm load.

This schedule is available to Customers at all points throughout the territory served by the Company 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

To electric Service for which no specific Rate Schedule is provided, when all such Service required by Customer on the premises is supplied by Company, at one Point of Delivery, and is measured through one kilowatt-hour Meter. Service hereunder is subject to any of the Company's Rider Schedules that may be applicable. Service under this schedule shall not be resold, sub-metered, used for standby, or shared with others. This Rate is not available to new customers over 1,000 kW as of the effective date of this schedule.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase and at one standard voltage as described in Company's Service Standards.

ENTERGY LOUISIANA, LLC ELECTRIC SERVICE SCHEDULE GS-L Revision #1

## SMALL GENERAL SERVICE RATE SCHEDULE

#### IV. NET MONTHLY BILL

A. Rate

Customer Charge \$18.45

Energy Charge	
\$0.15523*	per kWh for the first 700 kWh
\$0.07269	per kWh for the next 24,500 kWh
\$0.04622	per kWh for all additional kWh, except
\$0.03769	per kWh during the billing Months of November through the
	following April

\*When the monthly consumption exceeds 700 kWh and the Demand exceeds 4.5 kW, the number of kWh billed at \$0.15523 is:

If over 4.5 kW but not over 10 kW	150 kWh per kW of Demand
If over 10 kW but not over 35 kW	80 kWh per kW of Demand, plus 700 kWh
If over 35 kW	55 kWh per kW of Demand, plus 1,575 kWh

#### B. Minimum

\$18.45 plus \$6.88 for each kW over 3 kW of the highest Demand established during the 12 Months ending with the current Month, but not less than \$33.97 for three-phase service, plus any applicable adjustments.

#### C. Adjustments

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### V. DEMAND

The maximum kW registered during the current Month by a Demand Meter suitable for measuring the Demand used during a 15-minute interval.

### VI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

## VII. CONTRACT

The Contract shall be for a minimum period of one (1) Year and, at Company's option, may be longer to justify the investment in facilities.

## UNMETERED SERVICE RIDER TO SCHEDULE GS-L

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy ELL Service Area, 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICATION

This Rider is applicable to Electric Service required by Customers who contract for unmetered Electric Service under Schedule GS-L to billboards, unmetered telephone services, telephone booths, railroad signals, cathodic units, traffic cameras, safety surveillance video equipment, crime cameras, or for community antenna systems' pole mounted power supplies, amplifiers, and related incidental equipment, hereinafter referred to as equipment, or other such equipment where metering is not feasible or economical.

Summary bills to the Customer may, at the Company's option, be rendered for multiple points of Service; however, each point of Service will be billed individually.

All provisions of Rate Schedule GS-L shall apply except as modified below:

#### NET MONTHLY BILL

For the purposes of this Rider, the Net Monthly Bill under Schedule GS-L will be modified as follows:

- (a) The Customer Charge will be \$9.13.
- (b) The Minimum amount will be \$9.13 plus \$6.88 for each kW over 3 kW of the highest Demand estimated by the Company during the 12 Months ending with the current Month, plus any applicable adjustments.

#### DEMAND

For purposes of this Rider, the determination of Demand under Schedule GS-L is modified per conditions of Service below.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single phase, and at one standard voltage as described in Company's Service Standards.

## UNMETERED SERVICE RIDER TO SCHEDULE GS-L

## IV. CONDITIONS OF SERVICE

- 1. At the time Customer contracts for Service under this Rider Schedule UMS-L, Customer shall provide Company with a written inventory of all equipment at each point of Service for which Customer requests Service under this Rider, which inventory shall include the type and nameplate rating for each piece of equipment. The billing energy for each point of Service will be determined by the Company's estimation of the kWh usage based on the type, rating, and quantity of the equipment from the inventory provided by Customer.
- 2. Customer will update its inventory by informing the Company in writing of changes in type, rating, and/or quantity of equipment as such changes occur, and billings will be adjusted accordingly.
- 3. Company may, at its discretion, test meter the load of various types and ratings of Customer's equipment to the extent necessary to verify the estimated kW and kWh usage used for billing purposes and, where dictated by such test metering, Company will make prospective adjustments in estimated usage for subsequent billing purposes; however, Company shall be under no obligation to test meter the load of Customer's equipment and Company's decision not to test meter the load of Customer's equipment shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.
- 4. Upon Company's request, but no later than the anniversary date on which Customer first takes Service under this Rider, Customer shall provide an updated inventory of all equipment at each point of Service.
- 5. Company shall endeavor to inspect the equipment at each point of Service annually as close to the anniversary date of the Contract as is practical and make prospective adjustments in billing as indicated by such inspections; however, Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. Company's decision not to conduct such inspections shall not release Customer from the obligation to provide to Company, and to update, an accurate inventory of the types, ratings, and quantities of equipment upon which billing is based.
- 6. As this Service is unmetered, Customer agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the installations of Customer's equipment were electrically operable during the period in question and regardless of the cause of any such equipment's failure to operate.
- 7. The minimum Demand for any Service location shall not be less than ten percent of the electrical capacity required to serve Customer's load at such location.

## V. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

## MASTER-METERED GENERAL SERVICE RATE SCHEDULE (CLOSED TO NEW BUSINESS)

## I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy ELL Service Area. This schedule is closed to new business as of the Effective Date.

This Rate is available 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 Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICATION

To Electric Service for the total electrical requirements of master-metered general service Customers, where two or more premises are owned by a single entity but occupied by separate tenants, when the Electric Service is combined and served through one Meter. Other uses such as air conditioning, heating, water heating, and lighting for general areas may be separated from Service hereunder and billed on the applicable Rate Schedule.

Service hereunder is for the exclusive use of the Customer for premises owned or controlled by Customer at one location and shall not be used for standby, sub-metered, resold, shared with, or furnished to others except as may be furnished to its tenants if no specific charge is made therefor.

Service hereunder shall be supplied at one Point of Delivery and measured through one Meter. Service hereunder is subject to any of Company's Rider Schedules that may be applicable.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase at one standard voltage as described in Company's Service Standards, except the voltage shall be 480 volts or less. Company shall own and maintain the transformers or substation to reduce Company's distribution voltage to Customer's Service voltage.

## MASTER-METERED GENERAL SERVICE RATE SCHEDULE (CLOSED TO NEW BUSINESS)

#### IV. NET MONTHLY BILL

A. Rate

Demand Charge	
\$1,461.19	for the first 100 kW or less of Demand
\$9.14	per kW for all additional kW of Demand
Energy Charge	
\$0.07089	per kWh for the first 40,000 kWh
\$0.04245	per kWh additional up to 400 kWh per kW of Demand
\$0.03294	per kWh for all additional kWh

B. Minimum

The Demand charge based on the highest monthly kW Demand occurring during the twelve-Month period ending with the current Month, but for not less than the minimum kW specified in the Electric Service Agreement, plus any applicable adjustments.

C. Adjustments:

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### V. DEMAND

The maximum kW registered during the current Month by a Demand Meter suitable for measuring the Demand used during a 15-minute interval, but not less than the minimum kW specified in the Customer's Electric Service Agreement, nor less than 100 kW.

#### VI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### VII. CONTRACT PERIOD

The Contract shall be for a minimum period of three (3) Years, and at Company's option, may be longer to justify the investment in generation, transmission, and distribution facilities.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy ELL Service Area, or any qualifying Customers of ELL for which the point of interconnection is located outside of the Legacy ELL Service Area. For a Customer having a point of interconnection outside of the Legacy ELL Service Area to qualify to take Service under this schedule, the Customer must (1) have a minimum new firm load (or increase in firm load) of 500 kW; (2) execute a new Electric Service Agreement, or execute an amendment to an existing Electric Service Agreement to reflect the increase in firm load for billing purposes; and (3) in the case of an existing Customer increasing firm load under (1), above, that does not receive the Economic Development Rider incentive in conjunction with the increased firm load, that existing Customer must provide the Company with a notarized affidavit in conjunction with executing its new (or amended) Electric Service Agreement that contains (i) a statement that the existing Customer is adding at least 500 kW of new firm load, and (ii) a brief written description of the project(s) or process(es) causing that increase in firm load.

This Rate is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

To Electric Service up to 4,000 kilowatts for which no specific Rate Schedule is provided, when all such Service required by Customer on the premises is supplied by Company, at one Point of Delivery, and is measured through one kilowatt-hour Meter. Service hereunder is subject to any of the Company's Rider Schedules that may be applicable. Service under this schedule shall not be resold, sub-metered, used for standby, or shared with others.

#### III. TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase and at one standard voltage as described in Company's Service Standards.

#### IV. NET MONTHLY BILL

A. Rate

Demand Charge	
\$563.38	for the first 60 kW or less of Demand
\$5.83	per kW for all additional kW of Demand
\$1.05	per rkVA of Reactive Demand in excess of 50% of Demand billed
Energy Charge	
\$0.07258	per kWh for the first 30,000 kWh
\$0.05393	per kWh additional up to 40,000 kWh, or up to 400 kWh per kW
	of Demand billed, whichever is the greater
\$0.03569	per kWh for all additional kWh

B. Minimum

The Demand charge for the current Month, but not less than \$7.48 per kW of the highest Demand established during the 12 Months ending with the current Month, plus any applicable adjustments.

C. Adjustments

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### V. DEMAND

The maximum kW registered during the current Month by a Demand Meter suitable for measuring the Demand used during a 15-minute interval, but not less than the minimum kW specified in the Customer's Electric Service Agreement, nor less than 60 kW.

Reactive Demand shall be the maximum rkVA registered during a 15-minute interval during the current Month by a Demand Meter suitable for measuring the rkVA.

## VI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

## VII. CONTRACT PERIOD

The Contract shall be for a minimum period of three (3) Years and, at Company's option, may be longer to justify the investment in facilities. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either the Company or the Customer may request lawful change in Rate Schedule in accordance with such jurisdiction.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the ELL Service Area.

This Rate is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable under the Terms and Conditions and Service Standards of the Company to Customers who contract for not less than 2,500 kW of Electric Service of firm demand at Company's available line voltage.

#### III. NET MONTHLY BILL

		Billing Months of	
		<u>May-October</u>	November-April
A.	Demand Charge All kW per Month	\$11.96 per kW	\$10.45 per kW
В.	Energy Charge All kWh Used	\$0.01904 per kWh	\$0.01904 per kWh

#### C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

D. Delivery Voltage Adjustment

<u>Delivery Voltage</u>	Adjustment Charge (Credit)
Less than 69KV	\$0.25 per kW of Demand
69 KV	\$0.00 per kW of Demand
Greater than or equal to 69 KV/ Less than 230 KV	(\$0.32) per kW of Demand
230 KV	(\$0.65) per kW of Demand

E. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

F. Minimum Charge

The Minimum Charge will be the sum of the Demand Charge, Tax Adjustment, and Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for the additional Costs.

#### IV. METERING

Where the available line voltage is 69 kV or higher, metering will be at such transmission voltage or at Company's option, metering will be on the low side of the transformer and in such case, all metered quantities of demand and energy will each be increased 1.5% for billing purposes to compensate for transformer losses. In such cases, Customer will receive a voltage adjustment applicable as though metering were at the transmission voltage.

Where Service is delivered from lines of voltage less than 69 kV, the metered quantities of all demand and energy will each be increased by 1.5% if metered at the line voltage or by 3% if such Service is transformed and metered on low side.

Where Service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon Demand, but weighted by kWh consumption, at each voltage level.

Where Service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of demand measurement than 30-minute intervals.

## V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

#### VI. OFF-PEAK PROVISION

In case the monthly maximum kW demand occurs during an off-peak period and is also greater than Contract Power, such monthly maximum kW demand will be reduced by 33-1/3% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in § VII.C or D. Where the maximum kW demand during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum demand will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the Year not specified as onpeak hours.

On-peak hours, for purposes of this schedule, are designated as 8:00 a.m. to 10:00 p.m. Monday through Friday beginning on May 15 and continuing through October 15 of each Year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

#### VII. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current billing Month, subject to § IV, V and VI above; or
- B. 75% of Contract Power as defined in § VIII; or
- C. 60% of the Highest Contract Power as defined in § VIII; or
- D. 2,500 kW.

#### VIII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

- A. Highest Contract Power the greater of (i) the highest Demand established under the currently effective Contract, or (ii) the contracted kW specified in the currently effective Contract.
- B. Contract Power the highest demand established under § VII.A above during the 12 Months ending with the current Month. For the initial 12 Months of Customer's Service under the currently effective Contract the Contract Power shall be the kW specified in the currently effective Contract unless exceeded in any Month during the initial 12 Month period.

#### IX. VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 kV or higher). Service will be metered at or corrected to the transmission line voltage at the Point of Delivery, or at Company's option, at the nearest transmission station supplying Customer's load.

#### X. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by Customer as an auxiliary or supplementary Service to engines or other prime movers, or to any other source of power. Customer shall not resell or share any energy purchased under this Rate.

## XI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

### XII. CONTRACT PERIOD

The Contract shall be for a minimum period of five (5) years and, at Company's option, may be longer to justify the investment in generation and transmission facilities. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either the Company or the Customer may request lawful change in rate schedule in accordance with such jurisdiction.

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the ELL Service Area.

This Rate is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable on a voluntary basis under the Terms and Conditions and Service Standards of the Company to Customers who contract for not less than 2,500 kW of Electric Service of firm demand at Company's available line voltage.

### III. NET MONTHLY BILL

		Billing Months of	
		May-October	November-April
A.	Demand Charge All kW per Month	\$11.96 per kW	\$10.45 per kW
В.	Energy Charge All kWh used On-peak All kWh used Off-peak	\$0.05215 per kWh \$0.01628 per kWh	\$0.01884 per kWh \$0.01628 per kWh

See § VI below for definition of on-peak and off-peak hours.

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh calculated in accordance with Rate Schedule FA.

#### D. Delivery Voltage Adjustment

Delivery Voltage	Adjustment Charge (Credit)
Less than 69 kV	\$0.25 per kW of Demand
69 kV	\$0.00 per kW of Demand
Greater than or equal to 69 KV/ Less than 230 KV	(\$0.32) per kW of Demand
230 kV	(\$0.65) per kW of Demand

E. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effect of any such taxes.

F. Minimum Charge

The Minimum Charge will be the sum of the Billing Demand Charge, the Tax Adjustment, and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for the additional Costs.

#### IV. METERING

Appropriate metering facilities required for this Schedule shall be determined by the Company. Should Customer requesting Service under this Schedule not have appropriate metering for time of use, then Service under this Schedule will not be available until such metering, can be installed by Company.

Where the available line voltage is 69 kV or higher, metering will be at such transmission voltage or at Company's option, metering will be on the low side of the transformer and in such case the metered quantities of maximum demand and energy will each be increased 1.5% for billing purposes to compensate for transformer losses. In such cases, Customer will receive applicable voltage adjustment as though metering were at the transmission voltage.

Where Service is delivered from lines of voltage less than 69 kV, the metered quantities of maximum demand and energy will each be increased by 1.5% if metered at the line voltage or by 3% if such Service is transformed and metered on low side.

Where Service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon Demand, but weighted by kWh consumption, at each voltage level.

Where Service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of demand measurement than 30-minute intervals.

## V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher, Company may at its option omit kVA metering equipment or remove same if previously installed.

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

#### VI. OFF-PEAK PROVISIONS

In case the monthly maximum kW demand occurs during an off-peak period and is also greater than the Contract Power, such monthly maximum kW demand will be reduced, for purposes of § III.A by 80% but will not be thereby reduced to a smaller number of kWh than Contract Power demand, nor less than stipulated in § VII.C or D.

Off-peak hours, for purposes of this schedule, are all hours of the Year not specified as on--peak hours. With approval of the Louisiana Public Service Commission, Company may at its sole discretion change the on-peak hours and season from time to time.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours for purposes of this schedule, are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if the holiday should fall on a weekend) are not on-peak.

#### VII. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current Month, subject to § IV, V, and VI above; or
- B. 75% of Contract Power as defined in § VIII; or
- C. 60% of the Highest Contract Power as defined in § VIII; or
- D. 2,500 kW.

## VIII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

A. Highest Contract Power - the greater of (i) the highest Demand established under the currently effective Contract, or (ii) the contracted kW specified in the currently effective Contract.

B. Contract Power - the highest demand established under § VII.A above during the 12 Months ending with the current Month. For the initial 12 Months of Customer's Service under the currently effective Contract, the Contract Power shall be the kW specified in the currently effective Contract unless exceeded in any Month during the initial 12 Months period.

#### IX. VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 kV or higher). Service will be metered at or corrected to the transmission line voltage at the point of delivery, or at Company's option, at the nearest transmission station supplying Customer's demand.

#### X. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by Customer as an auxiliary or supplementary Service to engines or other prime movers, or to any other source of power. Customer shall not resell or share any energy purchased under this Rate.

#### XI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### XII. CONTRACT PERIOD

The Contract shall be for a minimum period of five (5) years and, at Company's option, may be longer to justify the investment in generation and transmission facilities. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either the Company or the Customer may request lawful change in rate schedule in accordance with such jurisdiction.

#### I. APPLICABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the ELL Service Area.

This Rate is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable under the Terms and Conditions and Service Standards of the Company to Customers who contract for not less than 2,500 kW of Electric Service of firm demand at Company's available line voltage.

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#### III. NET MONTHLY BILL

		Billing Months of	
		May-October	November-April
A.	Demand Charge All kW per Month	\$16.13 per kW	\$14.50 per kW
В.	Energy Charge All kWh Used	\$0.01512 per kWh	\$0.01512 per kWh

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

D. Delivery Voltage Adjustment

<u>Delivery Voltage</u>	Adjustment Charge (Credit)
Less than 69 kV	\$0.26 per kW of Demand
69 kV	\$0.00 per kW of Demand
Greater than or equal to 69 kV/	(\$0.32) per kW of Demand
Less than 230 KV	
230 kV	(\$0.70) per kW of Demand

E. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

F. Minimum Charge

The Minimum Charge will be the sum of the Demand Charge, Tax Adjustment and Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for additional Costs.

#### IV. METERING

Where the available line voltage is 69 kV or higher, metering will be at such transmission voltage or at Company's option, metering will be on the low side of the transformer and in such case, all metered quantities will be increased 1.5% for billing purposes to compensate for transformer losses. In such cases, Customer will receive an applicable voltage adjustment as though metering were at the transmission voltage.

Where Service is delivered from lines of voltage less than 69 kV, the metered quantities of all Demand and energy will each be increased by 1.5% if metered at the line voltage or by 3% if such Service is transformed and metered on low side.

Where Service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon Demand, but weighted by kWh consumption at each voltage level.

Where Service is of fluctuating or intermittent type, Company may specify shorter intervals of Demand measurement than 30-minute intervals.

#### V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW Demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

#### VI. OFF-PEAK PROVISION

In case the monthly maximum kW Demand occurs during an off-peak period and is greater than Contract Power, such monthly maximum kW Demand will be reduced by 33-1/3% but will not be thereby reduced to a smaller number of kW than Contract Power, nor less than stipulated in § VII.C or D. Where the maximum kW Demand during off-peak periods does not exceed Contract Power, no reduction in off-peak maximum Demand will be made for billing purposes.

Off-peak hours, for purposes of this schedule, are all hours of the Year not specified as onpeak hours.

On-peak hours, for purposes of this schedule, are designated as 8:00 a.m. to 10:00 p.m. Monday through Friday beginning on May 15 and continuing through October 15 of each Year except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

#### VII. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current Month, subject to § IV, V, and VI above; or
- B. 75% of Contract Power as defined in § VIII; or
- C. 60% of the Highest Contract Power as defined in § VIII; or
- D. 2,500 kW.

#### VIII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

- A. Highest Contract Power the greater of (i) the highest Demand established under the currently effective Contract, or (ii) the contracted kW specified in the currently effective Contract.
- B. Contract Power the highest Demand established under § VII.A above during the 12 Months ending with the current Month. For the initial 12 Months of Customer's Service under the currently effective Contract, the Contract Power shall be the kW specified in the currently effective Contract unless exceeded in any Month during the initial 12 Month period.

#### IX. VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 kV or higher). Service will be metered at or corrected to the transmission line voltage at the Point of Delivery, or at Company's option, at the nearest transmission station supplying Customer's Demand.

#### X. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by the Customer as an auxiliary or supplementary Service to engines or other prime movers or to any other source of power. Customer shall not resell nor share any energy purchased under this Rate.

#### XI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

### XII. CONTRACT PERIOD

The Contract shall be for a minimum period of five (5) years and, at Company's option, may be longer to justify the investment in generation and transmission facilities. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either the Company or the Customer may request lawful change in rate schedule in accordance with such jurisdiction.

## HIGH LOAD FACTOR SERVICE – TIME OF DAY RATE SCHEDULE

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the ELL Service Area.

This Rate is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

This Rate is applicable on a voluntary basis under the Terms and Conditions and Service Standards of the Company to Customers who contract for not less than 2,500 kW of Electric Service of firm demand at Company's available line voltage.

#### III. NET MONTHLY BILL

		Billing N	Billing Months of	
		May-October	November-April	
A.	Demand Charge All kW per Month	\$16.13 per kW	\$14.50 per kW	
В.	Energy Charge All kWh used On-peak All kWh used Off-peak	\$0.05079 per kWh \$0.01209 per kWh	\$0.01486 per kWh \$0.01209 per kWh	

See § VI below for definition of on-peak and off-peak hours.

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

#### D. Delivery Voltage Adjustment

<u>Delivery Voltage</u>	Adjustment Charge (Credit)	
Less than 69 kV	\$0.26 per kW of Demand	
69 kV	\$0.00 per kW of Demand	
Greater than or equal to 69 KV/ Less than 230 KV	(\$0.32) per kW of Demand	
230 kV	(\$0.70) per kW of Demand	

## HIGH LOAD FACTOR SERVICE – TIME OF DAY RATE SCHEDULE

E. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, parish, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

F. Minimum Charge

The Minimum Charge will be the sum of the Demand Charge, the Tax Adjustment and the Delivery Voltage Adjustment. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require in the Contract a higher minimum charge and/or facilities charge in accordance with Schedule AFC to compensate for additional Costs.

#### IV. METERING

Appropriate metering facilities required for this Schedule shall be determined by the Company. Should Customer requesting Service under this schedule not have appropriate metering for time of use, then Service under this schedule will not be available until such metering can be installed by Company.

Where the available line voltage is 69 kV or higher, metering will be at such transmission voltage or at Company's option, metering will be on the low side of the transformer and in such case the metered quantities will be increased 1.5% for billing purposes to compensate for transformer losses. Customer will receive an applicable voltage adjustment as though metering were at transmission voltage.

Where Service is delivered from lines of voltage less than 69 kV, the metered quantities of maximum demand and energy will each be increased by 1.5% if metered at the line voltage or by 3% if such Service is transformed and metered on low side.

Where Service is taken at multiple voltage levels and Customer requests totalizing arrangements for billing purposes, the Delivery Voltage Adjustment will be computed based upon Demand, but weighted by kWh consumption, at each voltage level.

Where Service is of extremely fluctuating or intermittent type, Company may specify shorter intervals of load measurement than 30-minute intervals.

## V. POWER FACTOR ADJUSTMENT

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

# HIGH LOAD FACTOR SERVICE – TIME OF DAY RATE SCHEDULE

Where monthly off-peak power factor is less than monthly on-peak power factor, for purposes of this section, such off-peak power factor will be utilized to compute the on-peak maximum kVA as discussed above.

### VI. OFF-PEAK PROVISIONS

In case the monthly maximum kW demand occurs during an off-peak period and is also greater than the Contract Power, such monthly maximum kW demand will be reduced, for purposes of § III.A by 80% but will not be thereby reduced to a smaller number of kW than Contract Power demand, nor less than stipulated in § VII.C or D.

Off-peak hours, for purposes of this schedule are all hours of the Year not specified as on-peak hours. With approval of the Louisiana Public Service Commission, Company may at its sole discretion change the on-peak hours and season from time to time.

Summer on-peak hours, for purposes of this schedule, are 1:00 p.m. to 9:00 p.m. Monday through Friday, except that Memorial Day, Labor Day and Independence Day (July 4 or the nearest weekday if July 4 is on a weekend) are not on-peak.

Winter on-peak hours, for purposes of this schedule are 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. Monday through Friday, except that Thanksgiving Day, Christmas Day and New Year's Day (or the nearest weekday if holiday should fall on a weekend) are not on-peak.

#### VII. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- A. The Customer's maximum measured 30-minute Demand during any 30-minute interval of current billing Month, subject to § IV, V, and VI above; or
- B. 75% percent of Contract Power as defined in § VIII; or
- C. 60% of the Highest Contract Power as defined in § VIII; or
- D. 2,500 kW.

#### VIII. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Highest Contract Power and Contract Power will be as defined below:

A. Highest Contract Power - the greater of (i) the highest Demand established under the currently effective Contract, or (ii) the contracted kW specified in the currently effective Contract.

# HIGH LOAD FACTOR SERVICE – TIME OF DAY RATE SCHEDULE

B. Contract Power - the highest demand established under § VII.A above during the 12 Months ending with the current Month. For the initial 12 Months of Customer's Service under the currently effective Contract, the Contract Power shall be the kW specified in the currently Contract unless exceeded in any Month during the initial 12 Month period.

## IX. VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 kV or higher). Service will be metered at or corrected to the transmission line voltage at the Point of Delivery, or at Company's option, at the nearest transmission station supplying Customer's demand.

## X. USE OF SERVICE

Electric Service furnished under this Rate shall not be used by the Customer as an auxiliary or supplementary Service to engine or other prime movers or to any other source of power. Customer shall not resell nor share any energy purchased under this Rate.

## XI. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### XII. CONTRACT PERIOD

The Contract shall be for a minimum period of five (5) years and, at Company's option, may be longer to justify the investment in generation and transmission facilities. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either the Company or the Customer may request lawful change in rate schedule in accordance with such jurisdiction.

#### Revision #0

#### NATURAL GAS PIPELINE COMPRESSION SERVICE RATE SCHEDULE

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the ELL Service Area.

This schedule is available 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 ELL Terms and Conditions and Service Standards 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.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

## II. APPLICATION

To Electric Service of not less than 1,500 kW for electric drives/motors and controls for natural gas pipeline and storage compression stations. All Service is supplied through one metering installation at one Point of Delivery. Service hereunder is subject to any of the Company's Rider Schedules that may be applicable. Service under this schedule shall not be used for standby or supplemental Service, nor shall it be resold, sub-metered, or shared with others.

#### III. TYPE OF SERVICE

Three-phase, 60 cycles, alternating current from existing facilities at primary voltage level or higher.

#### IV. NET MONTHLY BILL

A. Rate

	Service Voltage Level					
	230 kV		69 kV - 138 kV		34.5 kV or less	
	Summer*	Winter*	Summer*	Winter*	Summer*	Winter*
Demand Charges per kW						
On-peak*	\$12.35	\$9.39	\$21.36	\$9.56	\$22.11	\$9.90
Off-peak*	\$4.84	\$3.78	\$5.02	\$3.96	\$5.20	\$4.08
Energy Charge per kWh						
On-peak*	\$0.0125	\$0.0063	\$0.0125	\$0.0063	\$0.0125	\$0.0063
Off-peak*	\$0.0063	\$0.0063	\$0.0063	\$0.0063	\$0.0063	\$0.0063
Reactive Demand per rkVA	\$0.73	\$0.73	\$0.73	\$0.73	\$0.73	\$0.73
* See DEFINITI	ONS					

SCHEDULE NGPCS

#### Revision #0

#### NATURAL GAS PIPELINE COMPRESSION SERVICE RATE SCHEDULE

B. Minimum Bill

The Demand Charges for the current Month, plus any applicable adjustments, but not less than \$2.93 per kW of connected capacity.

#### C. Adjustments

First - Plus or minus the applicable proportionate part of any directly allocable tax, impost or assessment imposed or reduced by any governmental authority after the effective date of this schedule, which is assessed or levied against the Company or directly affects the Company's Cost of operation and which the Company is legally obligated to pay on the basis of Meters, Customers, or rates of, or revenue from electric power and energy or Service sold, or on the volume of energy generated, transmitted, purchased for sale, or sold, or on any other basis where direct allocation is possible.

Second - The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

Third - All Meter readings shall be adjusted for losses between the existing transmission line and the point where Service is metered.

Fourth - Service under this schedule will be provided from an existing transmission line at one of the nominal voltage levels indicated in the table shown in NET MONTHLY BILL Section. Where Company is requested to furnish line extensions, transformers, upgrades of existing facilities or any other facilities, Company will provide such additional facilities, at its option, provided Customer enters into a Facilities Agreement with the Company pursuant to Additional Facilities Charge Schedule AFC.

#### V. BILLING DETERMINANTS

#### **On-peak Demand**

The average of the kW supplied during the three 15 minute periods of maximum use during the on-peak periods, as defined in DEFINITIONS Section, for the current billing Month.

#### Off-peak Demand

The amount by which the average of the kW supplied during the three 15 minute periods of maximum use during the off-peak periods, as defined in DEFINITIONS Section, for the current billing Month exceeds the On-Peak Demand.

#### On-peak Energy

The kWh supplied during the on-peak periods, as defined in DEFINITIONS Section, for the current billing Month.

#### **Off-peak Energy**

The kWh supplied during the off-peak periods, as defined in DEFINITIONS Section, for the current billing Month.

Revision #0

# NATURAL GAS PIPELINE COMPRESSION SERVICE RATE SCHEDULE

#### Reactive Demand

The average rkVA supplied during the time of the three 15 minute periods of maximum kW Demand for the current billing Month.

## VI. POWER FACTOR

Power factor shall be maintained as near 100% as practicable but shall not be leading unless agreed upon by the Company.

#### VII. DEFINITIONS

<u>Summer On-peak Period</u> - Hour beginning 10:00 AM to hour ending at 10:00 PM each Monday through Friday, starting June 1 and continuing through September 30 each Year.

<u>Summer Off-peak Period</u> - All hours during the Months beginning June 1 and continuing through September 30 of the same Year, except Summer On-peak Period hours.

<u>Winter On-peak Period</u> - Hour beginning 10:00 AM to hour ending at 10:00 PM each Monday through Friday, for the Months January 1 and continuing through May 31 and October 1 through December 31 each Year.

<u>Winter Off-peak Period</u> - All hours during the Months beginning January 1 and continuing through May 31 and October 1 and continuing through December 31 of the same Year, except Winter On-peak Period hours.

## VIII. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

#### IX. CONTRACT TERM

The Contract term shall be for a minimum period of five (5) Years. Service hereunder is subject to the orders of regulatory bodies having jurisdiction and either Company or Customer may request lawful change in Rate Schedule in accordance with such jurisdiction.

## EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

#### I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, 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 ELL Terms and Conditions and Service Standards 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.

Service is available under the applicable Terms and Conditions and Service Standards of the Company to energy intensive Industrial Customers who contract for not less than 60,000 kW of Electric Service. An energy intensive Industrial Customer, for purposes of this Rate, is defined as one whose cost of electrical energy is at least 50% of non-capital invested cost of production including raw materials. The availability of this Rate for new or additional business is subject to the required capacity in generating and transmission facilities to supply the load. Considerations of availability will take into account location on Company's system, time required to make Service available, and other controlling factors. Customers taking Service under this schedule may not take such Service in conjunction with any other Company Rate Schedule or Rider. This Rate Schedule is closed to new business and limited to amounts in Contract as of March 1, 2008.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICABILITY

Service under this Rate will be available for a maximum period of five Years from the effective date of the Contract.

#### III. NET MONTHLY BILL

A. Customer Charge

\$20,697.00 per Month

B. Energy Charge

\$0.03792	per kWh for the first 500 kWh per kW of Demand or less
\$0.00482	per kWh for all additional kWh

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

# EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

D. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, county, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

E. Minimum Charge

The Minimum Charge will be the Customer Charge plus the Energy Charge for 500 kWh per kW of Demand, as defined in § V below.

## IV. POWER FACTOR

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW Demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

## V. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current billing Month, subject to power factor provision in § IV above; or
- (B) 75% of Contract Power as defined in § VI below; or
- (C) 60,000 kW.

# VI. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be the maximum demand (kW) established under § V.(A) above during the 12 Months ended with the current Month. For the initial twelve (12) Months of Customer's Service under the currently effective Contract, the Contract Power shall be the kW specified in the currently effective Contract unless exceeded in any Month during the initial 12-Month period.

#### EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

VII. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 kV or higher). Service will be metered at or corrected to the transmission line voltage at the Point of Delivery, or at Company's option, at the nearest transmission station supplying Customer's load.

## VIII. METERING

All Service will be served through the total service Meter. Where Service is of fluctuating or intermittent type, Company may specify shorter intervals of load measurement.

## IX. CONDITIONS OF SERVICE

- A. Customer may not resell or share any energy purchased under this Rate.
- B. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require a facilities charge in accordance with Additional Facilities Charge Schedule AFC to compensate for the additional Cost.
- C. Prior to Service being rendered under this schedule, Customer will furnish Company sufficient information to determine the Customer's electrical energy Cost as a percent of Cost of production including raw materials. Such information will be signed by the appropriate officer of the Customer.

# X. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

# EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ELECTROCHEMICAL ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

## I. AVAILABILITY

This Rate is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, 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 ELL Terms and Conditions and Service Standards 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.

Service is available under the applicable Terms and Conditions and Service Standards of the Company to electrochemical energy intensive Industrial Customers who contract for not less than 30,000 kW of electric Service. An electrochemical energy intensive Industrial Customer, for purposes of this Rate, is defined as one whose cost of electrical energy is at least 50% of non-capital invested cost of production including raw materials. The availability of this Rate for new or additional business is subject to the required capacity in generating and transmission facilities to supply the load. Considerations of availability will take into account location on Company's system, time required to make Service available, and other controlling factors. Customers taking Service under this schedule may not take such Service in conjunction with any other Company Rate Schedule or Rider. This Rate Schedule is closed to new business and limited to amounts in Contract as of March 1, 2008.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

### II. NET MONTHLY BILL

- A. Customer Charge
  - \$20,697.00 per Month
- B. Energy Charge

\$0.03792	per kWh for the first 500 kWh per kW of Demand or less
\$0.00482	per kWh for all additional kWh

C. Fuel Adjustment

The fuel adjustment will be calculated based upon the total kWh included in the monthly bill times the adjustment per kWh for the current Month calculated in accordance with Rate Schedule FA.

# EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ELECTROCHEMICAL ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

D. Tax Adjustment

To the rates specified above will be added the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge, (except state, county, city, and specific district ad valorem taxes and any taxes on net income) levied or assessed against Company's electric business as a result of any new or amended laws or ordinances after January 1, 1979 except as the power and energy sold under this schedule may be exempt from the effects of any such tax or taxes.

E. Minimum Charge

The Minimum Charge will be the Customer Charge plus the Energy Charge for 500 kWh per kW of Demand, as defined in § IV below.

## III. POWER FACTOR

Where Customer's power factor of total Service supplied by Company is such that 90% of measured monthly maximum kVA used during any 30-minute interval exceeds corresponding measured kW, Company will use 90% of such measured maximum kVA as the number of kW for all purposes that measured maximum kW Demand is specified herein. However, where Customer's power factor is regularly 0.9 or higher Company may at its option omit kVA metering equipment or remove same if previously installed.

## IV. DETERMINATION OF DEMAND

The kW of Demand will be the greatest of the following:

- (A) The Customer's maximum measured 30-minute Demand during any 30-minute interval of the current billing Month, subject to power factor provision in § IV above; or
- (B) 75% of Contract Power as defined in § VI below; or
- (C) 30,000 kW

# V. DETERMINATION OF CONTRACT POWER

Unless Company gives Customer written notice to the contrary, Contract Power will be the maximum demand (kW) established under § V.(A) above during the 12 Months ended with the current Month. For the initial twelve (12) Months of Customer's Service under the currently effective Contract, the Contract Power shall be the kW specified in the currently effective Contract unless exceeded in any Month during the initial 12-Month period.

# EXPERIMENTAL SCHEDULE FOR ELECTRIC SERVICE TO ELECTROCHEMICAL ENERGY INTENSIVE INDUSTRIES

(Closed to New Business and Limited to Amounts in Contracts as of March 1, 2008)

# VI. PHASE AND VOLTAGE OF SERVICE

At the option of the Company, Service will be delivered at the Customer's utilization voltage or at available transmission line voltage (69 KV or higher). Service will be metered at or corrected to the transmission line voltage at the Point of Delivery, or at Company's option, at the nearest transmission station supplying Customer's load.

## VII. METERING

All Service will be served through the total Service Meter. Where Service is of fluctuating or intermittent type, Company may specify shorter intervals of load measurement.

## VIII. CONDITIONS OF SERVICE

- A. Customer may not resell or share any energy purchased under this Rate.
- B. Where the installation of excessive new facilities is required or where there are special conditions affecting the Service, Company may require a facilities charge in accordance with Additional Facilities Charge Schedule AFC to compensate for the additional Cost.
- C. Prior to Service being rendered under this schedule, Customer will furnish Company sufficient information to determine the Customer's electrical energy cost as a percent of cost of production including raw materials. Such information will be signed by the appropriate officer of the Customer.

# IX. PAYMENT

The Net Monthly Bill is due and payable each Month. If not paid within twenty (20) 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.

ENTERGY LOUISIANA, LLC ELECTRIC SERVICE SCHEDULE EIS-I-G Revision #1

# EXPERIMENTAL RIDER TO SCHEDULE EIS-G FOR INTERRUPTIBLE SERVICE

(Closed to New Business and Limited to Amounts in Contracts as of January 1, 1999)

#### I. AVAILABILITY

This Rider is available to Customers of Entergy Louisiana, LLC ("ELL" or the "Company"), for which the point of interconnection with ELL is located within the Legacy EGSL Service Area, 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 Terms and Conditions and Service Standards 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.

Service is available under the Terms and Conditions and Service Standards of the Company to any Customer served under the Experimental Schedule EIS-G for Electric Service to Energy Intensive Industries and who contract for not less than 20,000 kW of interruptible power. This Rider is closed to new business and limited to amounts in Contract as of January 1, 1999.

All provisions of Rate Schedule EIS-G shall apply except as modified by this Rider.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Company's Terms and Conditions.

#### II. APPLICATION

At the sole discretion of Company, the availability of total Interruptible Service supplied by the Company under all Interruptible Service Riders may be limited to an amount equal to 5% of the projected aggregate Company peak Demand. Interruptible load may be served during time of interruption by Company, by auxiliary sources located on Customer's site prior to the effective date of this Rider, but such load must be served by Company as soon as practical after such Service again becomes available.

This schedule is available to Customers who are registered by the Company each Midcontinent Independent System Operator, Inc. ("MISO") Planning Period, and who qualify for, and are accepted by MISO as a Load Modifying Resource ("LMR") as defined in MISO's currently effective FERC tariff and as described in the associated MISO Business Practice Manuals. Customer must provide Company with all necessary assistance, information, data and documentation required for such registration including, but not limited to, 1) MISO-required documentation indicating Customer's capability to reduce Demand to firm Service level within the prescribed time limit when instructed to do so, 2) confirmation that Customer has the capability to be interrupted at least five times during each season as defined by MISO, and 3) confirmation that Customer has the ability and is willing to sustain such an interruption to firm Service level for a minimum of four consecutive hours.

# EXPERIMENTAL RIDER TO SCHEDULE EIS-G FOR INTERRUPTIBLE SERVICE

(Closed to New Business and Limited to Amounts in Contracts as of January 1, 1999)

The Company may terminate Customer's participation in this Rider Schedule if Customer fails to pay the penalties described in this schedule. The Company may also terminate Customer's participation in this Rider Schedule if MISO precludes the Customer from participating as an LMR for any reason. The Company may terminate Customer's participation in this schedule if Customer fails to qualify as an LMR only after providing written notice and a reasonable opportunity for Customer to requalify following a decision by MISO rejecting the registration of Customer's load. Service under this Rider Schedule cannot be terminated if the failure to qualify as an LMR is due to the Company's failure to collect the required information and submit the registration in a timely manner.

## III. BILLING AMOUNTS

All Service rendered through the Meter shall be billed as Demand, as defined is § VI below, at the rate(s) established in the currently effective Rate Schedule EIS-G.

The following Interruptible Credit shall be applicable to the Interruptible Power Demand as defined in § VI.

\$0.0015 per kWh per Month for first 500 kWh per kW of Interruptible Power Demand.

#### IV. NON-COMPLIANCE

If at any time during the MISO Planning Period Company directs the Customer to interrupt load and Customer fails to interrupt all load in excess of firm load within the time specified in § V, the Customer will not receive the Interruptible credit for the billing Month and Customer will be assessed the following penalties:

Penalty Rate:

- A. The amount of the specified Demand reduction not achieved times the MISO defined Locational Marginal Price ("LMP"), plus
- B. Any Revenue Sufficiency Guarantee ("RSG") charges imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff, plus
- C. Any other penalties or fees imposed on the Company by MISO pursuant to the terms of MISO's currently effective FERC tariff for failure to reduce load as directed by MISO.

In the event that Customer fails to interrupt as instructed, Customer will be required to provide documentation for the specific circumstances that would justify exemption from such penalties. If MISO determines that failure to interrupt was justified, Customer will not be penalized.

Effective with the billing Month following the second non-compliance by Customer that occurs after the Effective Date of this Rider, the total Service contracted for under this Rider will be transferred to and billed under the applicable firm Rate Schedule.