BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)** **)** **)** **)** **)** **)**	**DOCKET NO. U-_____**

DIRECT TESTIMONY

OF

LAURA K. BEAUCHAMP

ON BEHALF OF

ENTERGY LOUISIANA, LLC

PUBLIC REDACTED VERSION

MARCH 2026

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EXHIBITS

I. INTRODUCTION AND QUALIFICATIONS

Q1. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

A. My name is Laura K. Beauchamp. I am employed by Entergy Louisiana, LLC ("ELL" or "the Company") as the Vice President of Business Operations and Strategy. My business address is 4809 Jefferson Highway, Jefferson, Louisiana 70121.

Q2. ON WHOSE BEHALF ARE YOU FILING THIS DIRECT TESTIMONY?

A. I am filing this Direct Testimony on behalf of ELL.

Q3. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A. In 2000, I earned a Bachelor of Science in Management degree with a concentration in Finance, and in 2004 I was awarded a Master of Business Administration degree with a concentration in Energy Finance. Both of these degrees were granted by Tulane University's A. B. Freeman School of Business.

I have been employed by affiliates of Entergy Corporation since 2000 and have held various roles of increasing responsibility in Accounting, Finance, Regulatory, and Innovation. From 2009 through 2014, I served as the Manager of Regulatory Affairs for ELL and Entergy Gulf States Louisiana, L.L.C. (which was combined with ELL into a single legal entity in 2015), a role in which I was responsible for providing regulatory support services to those utilities, including in rate proceedings and associated regulatory filings with the Louisiana Public Service Commission ("LPSC" or the "Commission"). Later, from 2016 through 2018, I served as the Finance Director

for ELL. From 2018 through 2022, I held roles as the Director of Utility Finance and Strategy for Entergy Services, LLC ("ESL")[1] and as Director of Innovation Strategy and Consulting at KeyString Labs, Entergy's customer innovation center. From 2022 to February 2025, I acted as the Director of Resource Planning and Market Operations for ELL. In February 2025, I was named the Vice President of Business Operations and Strategy for ELL, which is my current position with the Company. I also serve as an adjunct lecturer for the Tulane Energy Institute in the A. B. Freeman School of Business focusing on wholesale power markets.

Q4. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.

A. As the Vice President of Business Operations and Strategy, I am responsible for overseeing the development of ELL's Business Plan, leading strategy for the Company's generation and related supply infrastructure portfolio and managing the lifecycle of energy efficiency and demand response programs in Louisiana. My role also includes oversight of the Hyperscale Strategy and Execution team for ELL, which is tasked with ensuring ELL's investments for large data center projects (including the project at issue in this Application and the project at issue in LPSC Docket No. U-37425)[2] are completed safely, on time, at the lowest reasonable cost, and with effective management of execution risks. In addition, my position includes the role of

[1] ESL is an affiliate of the Entergy Operating Companies ("EOCs") and provides engineering, planning, accounting, technical, and regulatory-support services to each of the EOCs. The five EOCs are Entergy Arkansas, LLC ("EAL"), ELL, Entergy Mississippi, LLC, Entergy New Orleans, LLC, and Entergy Texas, Inc.

[2] See LPSC Docket No. U-37425, *In re: Application for approval of generation and transmission resources in connection with service to a single customer for a project in North Louisiana.*

Chief of Staff to the President and Chief Executive Officer of ELL, through which I, among other things, provide oversight for large, cross-functional projects and strategic initiatives spanning the organization.

Q5. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?

A. Yes. A list of my prior testimony is attached as Exhibit LKB-1.

Q6. DO YOU SPONSOR ANY EXHIBITS?

A. Yes, I sponsor the exhibits listed in the Table of Contents.

Q7. WHAT IS ELL SEEKING FROM THE COMMISSION IN THIS PROCEEDING?

A. The full extent of ELL's requests from the Commission is set forth in the Prayer for Relief in the Application, which requests approval of, among other things, certain of the resources needed to serve a significant amount of anticipated load for a customer, Evest LLC (the "Customer"), that seeks to construct a data center adjacent to the facility currently being developed by Laidley LLC ("Laidley") in Richland Parish, Louisiana, that was the subject of the Company's Application in LPSC Docket No. U-37425. As I explain further below, the Company's plan for providing service to the Customer's facility while also ensuring adequate coverage for transmission line losses and the requisite planning reserve margin assigned by the Midcontinent Independent System Operator, Inc. ("MISO") incorporates (1) seven new combined cycle combustion turbine ("CCCT") generators—four of which will be located near the Customer's site in Richland Parish, and three of which will be located near the existing Big Cajun site

in Pointe Coupee Parish, Louisiana; and (2) [redacted] megawatts ("MW") of energy storage.[3] The resources for which certification is sought in this Docket are summarized in Table 1 below:

HSPM Table 1:
Resources in Evest Application

Project Resources	Description
Proposed Generators	**Seven new 754 MW 1x1 CCCT generators, consisting of:** • Four CCCTs located near the Customer's project in Richland Parish, Louisiana;[4] and • Three CCCTs sited within ELL's Southeast Louisiana Planning Region ("SELPA") near the existing Big Cajun site.[5]
Battery Storage Facilities	[redacted]**MW of battery storage, consisting of:** • 200 MW of storage co-located at ELL's Bogalusa West Solar Facility (which is under construction); • 200 MW of storage planned to be co-located at the anticipated Cypress Harvest Solar Facility;[6] and • [redacted]

[3] In addition to these resources, revenues from the Customer will also offset the costs of two other resources for which ELL is seeking certification in separate, pending proceedings: a capacity credit purchase agreement (the "Bayou Cove CCPA") relating to the Bayou Cove facility that is one of the agreements at issue in LPSC Docket No. U-37872, *In re: Application of Entergy Louisiana, LLC for Approvals Relating to Various Purchase Agreements, and for Associated Cost Recovery*, as well as a nuclear uprate being pursued at the Company's Waterford 3 Steam Electric Station ("Waterford 3") that is at issue in LPSC Docket No. U-37677, *In re: Application of Entergy Louisiana, LLC for Approval to Complete Uprate Project at the Waterford 3 Nuclear Station, for Cost Recovery, and Other Associated Relief*. Both the Bayou Cove CCPA and the Waterford 3 uprate were being pursued by ELL independently of Project Evest; however, as I explain further below, the capacity from those two resources assists with ensuring the Company has sufficient capacity to supply the Customer's maximum demand, plus a reserve margin—and thus demonstrates both that the Company has more than enough capacity to serve the Customer's demand and has a plan that satisfies the Resource Adequacy & Capacity considerations in the Commission's February 2026 Large Load Additions Non-Binding Guidelines (the "Large Load Guidelines" or "Guidelines").

[4] These units are referred to as Richland Units 1&2 and Richland Units 3&4.

[5] These units are referred to as Pointe Coupee Units 1, 2, and 3.

[6] As I explain further below, the Cypress Harvest Solar Facility is currently in the process of being considered by the Commission pursuant to the June 14, 2024 Order (corrected) issued in LPSC Docket No. U-36697, *In re: Application for approval of an alternative market-based mechanism process seeking to secure up to 3,000 MW of solar resources, including certification of those resources, expansion of the Geaux Green Option Rider, and approval of a new renewable tariff* (the "3 GW Order").

[7] [redacted]

In addition to certification of the Proposed Generators and the Battery Storage Facilities, the Company is also seeking in this Docket, among other things, findings with respect to certain, related transmission facilities; approval of certain components of Appendix G – Corporate Sustainability Commitments (the "Sustainability Agreement") attached to Rider 1 to the Customer's Electric Service Agreement ("ESA"); and specific rate-making treatment that accounts for, among other things, certain unique aspects of the Customer's contributions towards the referenced project.

Q8. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

A. The main purpose of my testimony is to describe the Customer's load profile and the Company's corresponding supply plan to serve the Customer's project in a manner that satisfies the Customer's stated need for speed to market while also satisfying the Company's resource-planning objectives of reliability, affordability, and sustainability. To that end, I provide a description of the Customer's load profile and ESA, examine the resource-planning objectives and process underpinning the determination of the supply plan, discuss the Company's supply plan for serving the Customer, and describe the Company's need for dispatchable generation. I also provide an overview of the estimated costs for the generation-, capacity-, and transmission-related investments needed to serve the Customer's anticipated load as well as the plan for supplying fuel for the resources needed to serve the Customer's load and the environmental commitments from the Customer and the Company that seek to mitigate the emissions from the gas-burning resources included in the supply plan. I conclude by addressing the Commission's recently issued Large Load Guidelines.

Q9. BEFORE PROVIDING THE DETAILED PORTIONS OF YOUR TESTIMONY, PLEASE SUMMARIZE THE CONSIDERATIONS INFORMING THE SUPPLY PLAN SELECTED TO PROVIDE THE CAPACITY AND ENERGY NEEDED IN RESPONSE TO THE CUSTOMER'S ANTICIPATED LOAD.

A. The Company formulated its supply plan to ensure the long-term capacity and energy needs associated with the Customer's project are fully covered—including with respect to estimated transmission losses and the Planning Reserve Margin Requirements ("PRMR") established by MISO for ELL[8]—while also accommodating the Customer's timeline and incorporating meaningful protections for ELL's existing customers. The Company selected seven CCCTs to provide capacity and, more importantly, energy needed to serve the Customer's load over the term of the ESA. The Company also selected [redacted] MW of storage to provide a long-term source of capacity on a relatively quick construction timeline—a crucial consideration in supporting the Customer's ramp schedule—and at a comparatively inexpensive cost. Moreover, in evaluating the Customer's ramp schedule, the Company has worked closely with the Customer to reach an arrangement—described in greater detail below as well as in the Direct Testimony of Company witness Samrat Datta—[redacted]

[8] As mentioned above (and as I also explain further below), the capacity from the Bayou Cove CCPA and the WF3 uprate also supports that the Company has ensured there is sufficient capacity to cover the Customer's maximum demand, plus a reserve margin (and has therefore complied with the Commission's Large Load Guidelines).

[redacted]

The Company's plan thus provides the requisite energy and capacity to serve the Customer, meets the Company's ramp schedule, and protects the reliability of its system—and, in doing so, facilitates the development of the Customer's large new project while ensuring the Customer pays enough through its Minimum Monthly Charges ("MMCs") to cover the incremental costs of the resources needed to serve the Customer's expected load.

II. OVERVIEW OF THE CUSTOMER'S PROJECT AND THE COMPANY'S SUPPLY PLAN

Q10. PLEASE DESCRIBE GENERALLY THE CUSTOMER'S PROJECT.

A. The underlying development at issue in this Application is a new, [redacted] MW data center ("Project Evest" or the "Project") that Customer, a subsidiary of Meta Platforms, Inc. ("Meta") and an affiliate of Laidley, seeks to develop adjacent to Laidley's data center in Richland Parish, Louisiana, that was the subject of the proceedings in LPSC Docket No. U-37425. The Project is expected to begin taking service for construction power in [redacted], before beginning to ramp in [redacted] to full capacity by [redacted].

Q11. PLEASE DESCRIBE THE EXPECTED INVESTMENT FROM THE CUSTOMER IN ITS PROJECT.

A. The Company is not privy to the Customer's or Meta's ultimate investment expectations with respect to the data center complex being developed in Richland Parish, but Laidley announced in connection with its project that approximately 500 full-time employees would be hired for the data center at an average salary of $82,000, representing potentially the most significant economic-development achievement for this community in Northeast Louisiana in recent memory. The transformative and positive economic impacts from the data center development can already be seen throughout Richland Parish and the surrounding region, with substantial construction activity currently taking place at the Laidley project's site. Based on Meta's public disclosures concerning its plans, Richland Parish and its surrounding region—as well as the State of Louisiana as a whole—can expect to see significant, long-term economic benefits and investment from both the Laidley project and Project Evest.

Q12. PLEASE PROVIDE A GENERAL DESCRIPTION OF THE AGREEMENTS BETWEEN THE CUSTOMER AND ELL RELATING TO THE PROJECT.

A. The Project has significant capacity and energy requirements, and the Customer and ELL have negotiated extensively to reach commercial terms on an ESA and related contracts to provide the power needed by the Customer while accounting for significant financial contributions from the Customer. As I describe briefly below—and as Company witness Ryan D. Jones explains in greater detail—the pricing included in the ESA is designed to produce rate revenue that recovers the incremental revenue

requirement and related costs associated with the investments needed to serve the Customer's load over the term of the ESA. Moreover, as both I and Mr. Jones discuss, over the twenty-year Original Term of the ESA, the Customer will also contribute more than $1 billion toward ELL's embedded cost of service through base rates and the Company's Formula Rate Plan ("FRP") and will also contribute an additional $695 million toward storm and resilience costs on current customer bills—all of which costs would have otherwise been paid by ELL's existing customers. In addition to these beneficial rate impacts, the Customer is also agreeing to certain funding as part of the Sustainability Agreement attached to the ESA that includes, among other provisions, an agreement by the Customer to contribute a total of $140 million toward energy-efficiency programs and $60 million to Entergy's The Power to Care program[9] over the course of the twenty-year ESA term—programs that both I and Company witness Elizabeth C. Ingram discuss in greater detail in our respective testimony. The Company has thus reached an agreement with the Customer that enables development of the transformational data center project while protecting customers from rate impacts associated with serving Evest and delivering significant value and benefits for existing customers.

[9] As both I and Company witness Elizabeth C. Ingram explain, the Company has agreed to match the Customer's contribution to The Power to Care, thus resulting in a total contribution to The Power to Care of $120 million over the twenty-year term of the ESA—an amount that is incremental to the commitment made by Laidley and the Company that was discussed in LPSC Docket No. U-37425.

Q13. PLEASE PROVIDE A GENERAL DESCRIPTION OF THE COMPANY'S PLAN TO SERVE THE CUSTOMER'S ANTICIPATED LOAD.

A. In order to provide the resources needed to serve the Customer's anticipated load while continuing to reliably serve existing customers, the Company has developed a supply plan that will provide [redacted] of Summer Seasonal Accredited Capacity ("SAC")[10] to support the total need of [redacted] MW to serve the Project, which amount is inclusive of the [redacted] MW coincident peak of Customer demand and [redacted] MW[11] of capacity needed to cover the PRMR established by MISO (which is inclusive of transmission line losses). After considering several alternative supply plan options (as discussed below), the Company selected a portfolio to serve the Customer throughout the Original Term of the ESA that consists of the Proposed Generators and the Battery Storage Facilities.

The Company is also planning significant transmission investments to serve the Project, several of which are being completely paid for by the Customer through a Contribution in Aid of Construction ("CIAC") Agreement. The transmission projects that are planned in connection with Project Evest, and the method by which the projects

[10] This figure reflects the Summer SAC for MISO Planning Year 2032. As I explain further below, the Company's proposed supply plan includes sufficient capacity to ensure that the Customer's entire load, once fully ramped, will be covered during all four seasons under MISO's SAC construct. Further, if the load associated with Project Evest were to be evaluated independently—*i.e.*, at maximum capacity, with a reserve margin—the Company also has sufficient capacity to serve the Customer's load after accounting for the Waterford 3 uprate and the Bayou Cove CCPA.

[11] This amount incorporates the Summer seasonal planning reserve margin. As I explain further below, the Company accounts for planning reserve margins and transmission line losses on a systemwide basis; for purposes of this filing, however, the Company specifically highlights the plan for ensuring there is adequate supply to cover those two components.

will be funded (either through the Customer's CIAC Agreement or through application of standard ratemaking mechanisms) are summarized in Table 2 below:

Table 2
Evest-Related Transmission

Project Name/Reference	Project Description	Funding Method
West Fork Creek ("WFC")[12]	New interconnection 500/230kV substation	Customer CIAC
Customer-Funded Switching Stations	Nine new auxiliary 230kV switching stations	Customer CIAC
CIAC-Funded Transmission Lines	20-30 miles of 230kV transmission lines and a 500kV transmission line extending from ELL's Smalling substation to the El Dorado substation located in Arkansas and owned by EAL	Customer CIAC[13]
St. Landry 500kV Switching Station	New 500kV switching station	• Existing Rates, with Offsetting Customer Revenue •
WFC – St. Landry 500kV Line	New, approximately 153-mile 500kV transmission line connecting WFC to the St. Landry 500kV Switching Station	Existing Rates, with Offsetting Customer Revenue

Importantly, as referenced above and in Table 2, although the St. Landry 500kV Switching Station and the WFC – St. Landry 500kV Transmission Line are not being

[12] Company witness Daniel Kline refers to WFC, the Customer-Funded Switching Stations, and the new 230kV transmission lines included in the CIAC-Funded Transmission Lines collectively as the "Customer-Funded Transmission Interconnection Project." Mr. Kline refers to the new 500kV transmission line included in the CIAC-Funded Transmission Lines as the Smalling to El Dorado 500kV Transmission Line.

[13] As Mr. Kline explains in his Direct Testimony, the portion of the 500kV transmission line located in Arkansas is the subject of a separate CIAC agreement between the Customer and EAL. The portion of the 500kV line located in Louisiana is the subject of a CIAC agreement between the Customer and ELL.

funded through a CIAC agreement with the Customer, the revenue requirement for those facilities will be offset during the term of the ESA by revenues received from the Customer such that there should be no significant effect from the facilities on other ELL customers' bills while the ESA is in effect. Mr. Kline discusses these transmission projects in greater detail, while Mr. Jones discusses the estimated revenue requirements and ESA revenue expected to be received from the Customer.

Lastly, as discussed further below and in greater detail in the Direct Testimony of Mr. Datta, [redacted].

Q14. PLEASE EXPLAIN THE ROLE THAT THE BAYOU COVE CCPA AND THE WF3 UPRATE HAVE IN THE SUPPLY PLAN FOR PROJECT EVEST.

A. As I mentioned above, the Company has pursued both the Bayou Cove CCPA and the WF3 uprate independently of Project Evest. In other words, had Project Evest not materialized, ELL would still have sought certification of those two resources to assist with the Company's supply needs to meet current load and future load growth beyond data centers.

That said, in February 2026, the Commission issued its Large Load Guidelines that require, among other things, a showing by the Company that it has sufficient firm, deliverable capacity that exists or will be constructed to serve the load without

impairing system reliability. Further, the Company is aware of, and seeks to demonstrate its compliance with, the policy objectives set forth in the General Order issued in LPSC Docket No. R-36263[14] by establishing that it has prudently planned to supply 100% of its capacity needs for the Project, regardless of the method by which those needs are measured.

To that end, the Proposed Generators and the Battery Storage Facilities provide sufficient capacity on their own to satisfy MISO's planning requirements by providing sufficient capacity to cover the Customer's contribution to coincident peak plus the applicable PRMR. Going a step further, however, the Customer's maximum demand (plus a reserve margin) is also covered by the Company's supply plan: once the Commission accounts for the Bayou Cove CCPA and the Waterford 3 uprate, there is no doubt that the Company has sufficient firm, deliverable capacity to serve the Customer's load without impairing system reliability.

Q15. IN TABLE 2 ABOVE, YOU SUMMARIZED THE TRANSMISSION-RELATED FACILITIES THAT ARE RELATED TO THE CUSTOMER'S PROJECT. WOULD YOU PLEASE PROVIDE ADDITIONAL DETAIL CONCERNING THOSE TRANSMISSION-RELATED PROJECTS AND HOW THE CUSTOMER IS CONTRIBUTING TO THE ASSOCIATED COSTS?

A. Yes. To respond to this question, it is helpful to divide these transmission-related projects into three categories: (1) switching stations and substations, (2) projects that

[14] *In re: Consideration of Whether the Commission Should Adopt Minimum Physical Capacity Threshold Requirements for Load Serving Entities.*

are located at the point of delivery or are being constructed to accommodate this Customer's load, or both, and (3) Transmission Facilities[15] that are system improvements.

The first category includes WFC,[16] the nine new auxiliary 230kV switching stations, and the new St. Landry 500kV Switching Station. As referenced above in Table 2, WFC and the nine auxiliary 230kV switching stations will be paid for completely by the Customer through a CIAC Agreement. The St. Landry 500kV Switching Station is a "System Improvement" and is thus not being funded by the Customer alone, though revenues from the Customer's ESA will offset the revenue requirement from this switching station during the term of the ESA.

The second category includes the Customer-Funded Transmission Lines—which are being funded by the Customer through its CIAC Agreement—while the third category includes the WFC – St. Landry 500kV Transmission Line. As I explain briefly below, and as Mr. Kline discusses in greater detail in his Direct Testimony, the WFC – St. Landry 500kV Transmission Line will result in systemwide benefits and is therefore a System Improvement that, like the St. Landry 500kV Switching Station, is being funded by ELL, though the revenue requirement for this transmission line will be offset during the term of the ESA by revenues received from the Customer.

[15] The capitalized phrase "Transmission Facilities" is intended to have the meaning assigned to that phrase in the Commission's General Order R-36199 dated September 10, 2024 (the "Transmission Siting Order") in LPSC Docket No. R-36199, *In re: Review and Possible Modification of the Commission's General Order dated October 10, 2013 Governing Transmission Certification and General Siting*.

[16] The Customer is also donating land for WFC on which a pad will be constructed by the Customer.

Q16. PLEASE EXPLAIN HOW THE CUSTOMER WILL PAY ITS ALLOCATED SHARE OF THE ST. LANDRY 500KV SWITCHING STATION AND THE WFC – ST. LANDRY TRANSMISSION LINE.

A. As Mr. Jones explains in greater detail in his Direct Testimony and as I reference above, the revenue requirements for the St. Landry 500kV Switching Station and the WFC – St. Landry Transmission Line—both of which are System Improvements—will be offset by revenues received from the Customer during the term of its ESA, such that the Company anticipates a limited (or no) impact on the bills of ELL's existing customers during that time period. At the end of the ESA term, the Company expects that this system asset will remain in rates and provide value to all customers as a strong backbone to transmission in Northeast Louisiana.

III. OVERVIEW OF ELL'S AGREEMENTS WITH THE CUSTOMER

Q17. YOU HAVE MENTIONED THE ESA AND CIAC AGREEMENT A FEW TIMES. WHAT ARE THOSE DOCUMENTS?

A. The ESA, which is attached hereto as Highly Sensitive Protected Materials ("HSPM")/ Attorneys' Eyes Only ("AEO") Exhibit LKB-2, is the Electric Service Agreement pursuant to which the Customer is taking electric service from ELL. The CIAC Agreement, which is attached hereto as HSPM/AEO Exhibit LKB-3, is the agreement setting forth the Customer's obligations with respect to providing funding toward the construction of certain new infrastructure required as a primary result of the Project.

Notably, the CIAC Agreement attached as HSPM/AEO Exhibit LKB-3 is separate from certain other agreements that were executed in order to secure various

long-lead items. Those separate agreements, which are collectively referenced as the "Evest Long-Lead Agreements," are attached hereto as HSPM/AEO Exhibits LKB-4, LKB-5, LKB-6, LKB-7, and LKB-8, and are summarized in the table below. Notably, the Customer has paid all the amounts owed under the Evest Long-Lead Agreements, totaling approximately [redacted].

HSPM/AEO Table 3:
Summary of Evest Long-Lead Agreements

Exhibit Number	Date of Agreement	Agreement Name	Scope of Agreement	Contract Value
LKB-4	4/1/2025	Agreement for Contribution in Aid of Long Lead Generation Equipment Procurement and Engineering	[redacted]	[redacted]
LKB-5	4/1/2025	Agreement for Contribution in Aid of Long Lead Transmission Equipment Procurement and Engineering	[redacted]	[redacted]
LKB-6	10/21/2025	Agreement for Contribution in Aid of Long Lead Generation Equipment Procurement and Engineering	[redacted]	[redacted]

Exhibit Number	Date of Agreement	Agreement Name	Scope of Agreement	Contract Value
LKB-7	10/21/2025	Agreement for Contribution in Aid of Long Lead Transmission Equipment Procurement and Engineering	[redacted]	[redacted]
LKB-8	2/13/2026	Agreement for Contribution in Aid of Long Lead Generation Equipment Procurement and Engineering Phase II	[redacted]	[redacted]

Q18. PLEASE PROVIDE ADDITIONAL DETAILS CONCERNING THE CIAC AGREEMENT.

A. The CIAC Agreement is the agreement through which the Customer has agreed to make certain cash contributions to fund the construction of certain transmission-related facilities as well as [redacted]. In all, the Customer has agreed to pay directly an estimated amount of approximately [redacted] through the CIAC Agreement,

[17] [redacted]

consisting of approximately [redacted] and [redacted] toward transmission-related facilities.

Q19. PLEASE DESCRIBE THE KEY TERMS OF THE ESA.

A. The ESA itself is a multi-part document that consists of the actual ESA accompanied by various attachments, specifically, the Company's standard Terms and Conditions of Electric Service, the Large Load, High Load Factor Power Service Rate Schedule ("Rate Schedule LLHLFPS-L"), Rider 1 to the ESA, the Evest Long-Lead Agreements, and the Sustainability Agreement. Importantly, Rider 1 to the ESA includes multiple specific, additional terms governing the relationship between ELL and the Customer. HSPM/AEO Table 4 below provides a summary (subject to further explanation throughout my and other witnesses' testimony) of certain key features that incorporate protections for the Company's existing customers:

HSPM/AEO Table 4
Summary of Certain ESA Protections

Protections	Contract Terms
Guaranty	• Meta Platforms, Inc.
[redacted]	[redacted]
Minimum Bill/Advanced Revenue Contributions	[redacted]
Contract Term & Notice Period	• 20-year initial term with automatic 5-year renewals • 3-year non-renewal notice
Rate	• Standard tariff and fuel rate • MMCs sized to cover the full incremental cost to serve during the contract with true-up provisions for the actual costs of ELL's investments • Collect a significant portion of cost of incremental generation built to serve

Protections	Contract Terms
Early/Voluntary Termination by Customer or Termination for Default	[redacted] • Customer pays all Other Unrecouped Costs [redacted] • Customer to pay all unrecovered costs of assets or, if after in-service date, the net book value of such assets (subject to further explanation below)
Credit/Collateral Requirements	• Meta Platforms, Inc. Guarantee: [redacted] • Credit Default Security:
[redacted]	[redacted]

Q20. THE EMERGENCE OF DATA CENTER FACILITIES SIMILAR TO PROJECT EVEST AS A SIGNIFICANT DRIVER OF LOAD GROWTH AND ENERGY USAGE HAS BEEN MUCH PUBLICIZED OF LATE, AND SOME OF THE MEDIA COVERAGE HAS FOCUSED ON INCREASED COSTS TO OTHER CUSTOMERS ARISING FROM THESE NEW LOADS AND THE RESOURCES NEEDED TO SERVE THEM. HAVE THE COMPANY AND THE CUSTOMER TAKEN STEPS TO ADDRESS THIS POTENTIAL CONCERN?

A. Yes. The Company was aware of (and acted to address) similar concerns in connection with the Laidley project at issue in LPSC Docket No. U-37425, and the Company has similarly acted to mitigate those concerns here. The Company and the Customer have structured the arrangements to serve the Project in a manner that carefully balances the interests of the Customer and those of ELL's other customers. A key guiding principle of the Company's and the Customer's negotiations was that the addition of the resources needed to serve the Project should consider the benefits to ELL's existing

customers while taking care that the additions would not have the effect of foisting costs onto ELL's other customers in a manner contrary to the public interest. Recognizing that the Customer generally has a right to be served (if it wishes to be served and can pay for such service), but also that the addition of a load of the size of Project Evest (especially when combined with the Laidley project) has a significant effect on the Company's electric system and drives significant incremental resource needs, the Company and the Customer have worked carefully to structure the terms of the relevant agreements to strike a reasonable balance. As explored in detail in the Direct Testimony of Mr. Jones, the resulting terms (including those of the CIAC Agreement, the MMCs assessed under the ESA, and the application of ELL's filed rates, including the Company's Rider FRP) promise significant benefits for ELL's other customers over the term of the ESA and, relative to a scenario where the Customer were to choose not to locate the Evest Project here, is expected to save ELL's customers billions of dollars over that period. These benefits are augmented by the transformative economic development benefits that can already be seen in Richland Parish and the surrounding region, an area of Louisiana that has long struggled economically and is transforming into a regional hub for advanced technology. A critical objective of both ELL and the Customer was to craft the ESA and other rate terms to ensure that Louisiana is viewed as an attractive place to do business while protecting the interests of ELL's current customer base and ensuring its customers continue to have access to power that is affordable, sustainable, and reliable.

Q21. ARE THERE ANY FEATURES OF THE EVEST ARRANGEMENTS THAT ADDRESS PERCEIVED CONCERNS WITH THE LAIDLEY PROJECT IN U-37425?

A. Yes. Although the Company disagreed (and maintains its disagreement) with many of the concerns expressed in LPSC Docket No. U-37425, certain characteristics of Project Evest address (and the Company believes should assuage) any such concerns that might arise in connection with this Application. As explained throughout the testimony submitted in connection with this Application, the transaction proposed by ELL with Evest is a heavily negotiated, comprehensive arrangement that incorporates substantial protections for ELL's existing customers. Perhaps most significantly, the Company has arranged for protections in the event of a range of early termination scenarios—summarized below in HSPM/AEO Figure 1—all of which result in the Company receiving resources it can use to serve its other customers or, alternatively, recovering the costs incurred or the net book value ("NBV") (depending on whether an asset is still under construction or has entered service) of the CCCT generators that are proposed by ELL to be constructed to serve the Evest load. [redacted] In this way, the Company has mitigated the risk that ELL's existing customers will be required to pay for the resources needed to serve Evest's load (and that are not needed for ELL's general supply plan) if the ESA terminates before the end of its Original Term.

ELL has also lengthened both the term of the ESA (from 15 years for Laidley to 20 years for Evest) and the notice period for non-renewal of the ESA (from one year under the Laidley ESA to three years under the Evest ESA). Further, as mentioned above (and as discussed in greater detail below), the Company has responded to questions on whether it was adequately planning for transmission line losses and MISO PRMR requirements by including express details in the Application on the resources identified to serve those needs.

Again, the Company is identifying these modifications in an effort to highlight that certain aspects of the Laidley arrangement that drew criticism have been addressed in connection with Project Evest. The Company does not consider that these and any other modifications identified in connection with this Application were required and does not agree with the related concerns raised in LPSC Docket No. U-37425 in connection with the Laidley project.

Q22. WHAT IS "FAIR SHARE PLUS," AND HOW DOES IT APPLY TO THE COMPANY'S CONTRACTUAL ARRANGEMENT WITH THE CUSTOMER?

A. "Fair Share Plus" is a set of guiding principles applied by ELL and the other EOCs to ensure that data center customers pay their fair share for the power they use plus produce additional savings or benefits for existing customers on the power grid. The "Fair Share Plus" principles were formed in response to guidance from state leaders across ELL and the other EOCs' footprint—including in particular from the LPSC—that made clear that protecting and benefiting existing electric customers in agreements with data center customers should be each of the EOCs' overriding goal. The "Fair

Share Plus" principles are set out below, along with a description of how the Company has met each principle in contracting with the Customer:

- **Sufficiently long contract term for service agreement:** The ESA with the Customer includes a twenty-year Original Term, and the Company has ensured both that it will recover adequate revenues from the Customer during the term of the ESA to cover the cost of new infrastructure required to serve the Customer and that assets remaining at the end of the term will be cost effective for all customers.
- **Strong collateral requirements:** The Company has ensured the Customer's payment obligations to ELL are backed by sufficient credit, including [redacted] coupled with guarantees from Meta—all of which provide a strong backstop to ensure the costs to serve the Customer will actually be recovered from the Customer itself.
- **Guarantee adequate revenues:** The Company has ensured that the rates charged to the Customer are adequate to cover, during the term of the ESA, the incremental cost to serve and the cost of the existing power grid while also preserving ELL's financial health (specifically, the Company's access to capital on reasonable terms to meet the needs of all customers).
- **Maintain grid reliability:** The Company has ensured that reliability to the power grid is not put at risk for existing customers by [redacted] and making sure the timing of the addition of the Customer's load aligns with the timing of new generation becoming available.

- **Maintain power quality:** The Company has ensured that the Customer is obligated to install necessary equipment to protect the grid from power quality issues that can occur due to the size of the Customer's load and to pay for such installation for assets that need to be installed on ELL's facilities.
- **Clean power support:** The ESA (and specifically the Sustainability Agreement) with the Customer ensures that there are commitments for clean resources, including with respect to nuclear power and renewable resources.
- **Strong Commission oversight:** The Company has ensured the LPSC maintains oversight of the prudence of costs incurred to serve the Customer, so all of the Company's customers know funds are being spent wisely and that the Company is administering the ESA in accordance with the public interest.

The Company has accordingly adhered to its "Fair Share Plus" guidelines in both contracting with the Customer and in planning the resources needed to serve the Customer's anticipated load.

Q23. YOU REFERENCED THAT RATE SCHEDULE LLHLFPS-L IS ATTACHED AND INCORPORATED INTO THE ESA. PLEASE EXPLAIN THE KEY TERMS OF THAT RATE SCHEDULE.

A. As referenced in HSPM/AEO Table 4, the Customer has agreed to a standard tariff and fuel rate. Rate Schedule LLHLFPS-L is a Commission-approved rate schedule that is open to any customer seeking to take not less than 70 MW of firm load with facilities operating with at least an 80% average monthly electric load factor. Rate Schedule LLHLFPS-L includes a provision governing how the customer's "Minimum Charge"

is calculated, and the components of that Minimum Charge generally are the "Demand Charge" as applied to the "Demand Billing Determinants" for the current Month, plus any adjustments.

Q24. PLEASE EXPLAIN THE COSTS TO SERVE THE PROJECT THAT ARE BEING FUNDED BY THE CUSTOMER THROUGH THE ESA.

A. As set forth in HSPM/AEO Table 4, the MMCs to be paid by the Customer under the ESA are sized to cover the full incremental cost to serve during the contract, with true-up provisions in place to ensure any changes in costs are captured and included in those monthly charges. Rider 1 to the ESA evidences this agreement by providing that the Customer will fund, during the term of the ESA and via monthly bills, all incremental revenue requirements for the "Generation Capacity Construction Costs," [redacted] "Customer-Funded ESA Transmission Facility Construction Costs," "Customer-Funded ESA Transmission Facility Financing Costs," "Other Supply Plan Resources Construction Costs," and "Other Supply Plan Resources Financing Costs" as those terms are defined in Rider 1 and the CIAC Agreement.

Q25. DOES RIDER 1 INCLUDE ANY PROVISIONS CONCERNING CURTAILABILITY OF THE CUSTOMER'S LOAD?

A. Yes. As referenced in AEO/HSPM Table 4, and as discussed both by me below and by Mr. Datta in detail in his Direct Testimony, [redacted]

[redacted].

Q26. WHAT DOES RIDER 1 REQUIRE WITH RESPECT TO SECURITY?

A. As summarized in AEO/HSPM Table 4, ELL negotiated an overall collateral package that consists of requirements [redacted], a guaranty from Meta, and credit default insurance or similar financial products and/or other forms of credit support, each of which decreases over time, as reflected in an appendix to Rider 1. Company witness Kenroy Hinkson discusses credit and collateral issues in his Direct Testimony.

Q27. DO THE AGREEMENTS INCLUDE ANY DAMAGES-RELATED CAPS?

A. [redacted]

IV. TERMINATION AND EXPIRATION OF THE AGREEMENTS

Q28. LET'S DISCUSS THE TERMINATION OBLIGATIONS IN THE AGREEMENTS BETWEEN ELL AND THE CUSTOMER. TO START, PLEASE EXPLAIN THE CONCEPTS OF "OTHER UNRECOUPED COSTS" AND "UNRECOVERED COSTS" IN THE AGREEMENTS.

A. "Other Unrecouped Costs" is a defined term in both the CIAC Agreement and the ESA, and "Unrecovered Costs" is defined in the ESA. Generally speaking, [redacted][18] As set forth in greater detail below, the Company has negotiated termination-related provisions that reasonably protect the Company's other customers from bearing these categories of costs in the event the Customer terminates the CIAC Agreement or ESA.

[18] *See* HSPM/AEO Exhibit LKB-2, at Rider 1, § 29(B).

Q29. WHAT DOES THE CIAC AGREEMENT PROVIDE WITH RESPECT TO TERMINATION?

A. The CIAC Agreement provides for various circumstances under which the agreement can be terminated, including specifically upon an event of default, [redacted] [19] Under circumstances in which the CIAC Agreement is terminated for default or before the Service Commencement Date included in the ESA, the agreement provides generally that:

(1) any ongoing work should stop as soon as practicable;

(2) Customer does not have to reimburse the Company for any additional costs for the Bayou Cove CCPA, the Waterford 3 uprate, and any one or more of the Battery Storage Facilities the Company elects to retain;

(3) Company will use commercially reasonable efforts to liquidate any material component of the assets under construction as well as any one or more of the Battery Storage Facilities the Company elects not to retain;

(4) Company and the Customer undertake a termination accounting process to determine the final costs associated with the work that was completed under the CIAC Agreement; and

(5) Customer pays certain amounts defined in the CIAC Agreement as "Liquidation Proceeds."

[19] *See generally* HSPM/AEO Exhibit LKB-3, CIAC Agreement, § 8.

I refer to this process as the "CIAC Liquidation Process." As to the concept of "Liquidation Proceeds" under the CIAC Agreement, the formula for Liquidation Proceeds consists at a high level of: [final costs] *minus* [amount of payments previously received from Customer] *plus* [Other Unrecouped Costs] *minus* [net proceeds from the CIAC Liquidation Process]. The exact amounts included within the scope of "Liquidation Proceeds" are set forth in the CIAC Agreement.

Q30. IN YOUR OPINION, DOES THE CIAC LIQUIDATION PROCESS PROTECT ELL'S EXISTING CUSTOMERS IN THE EVENT THE CIAC AGREEMENT IS TERMINATED EARLY?

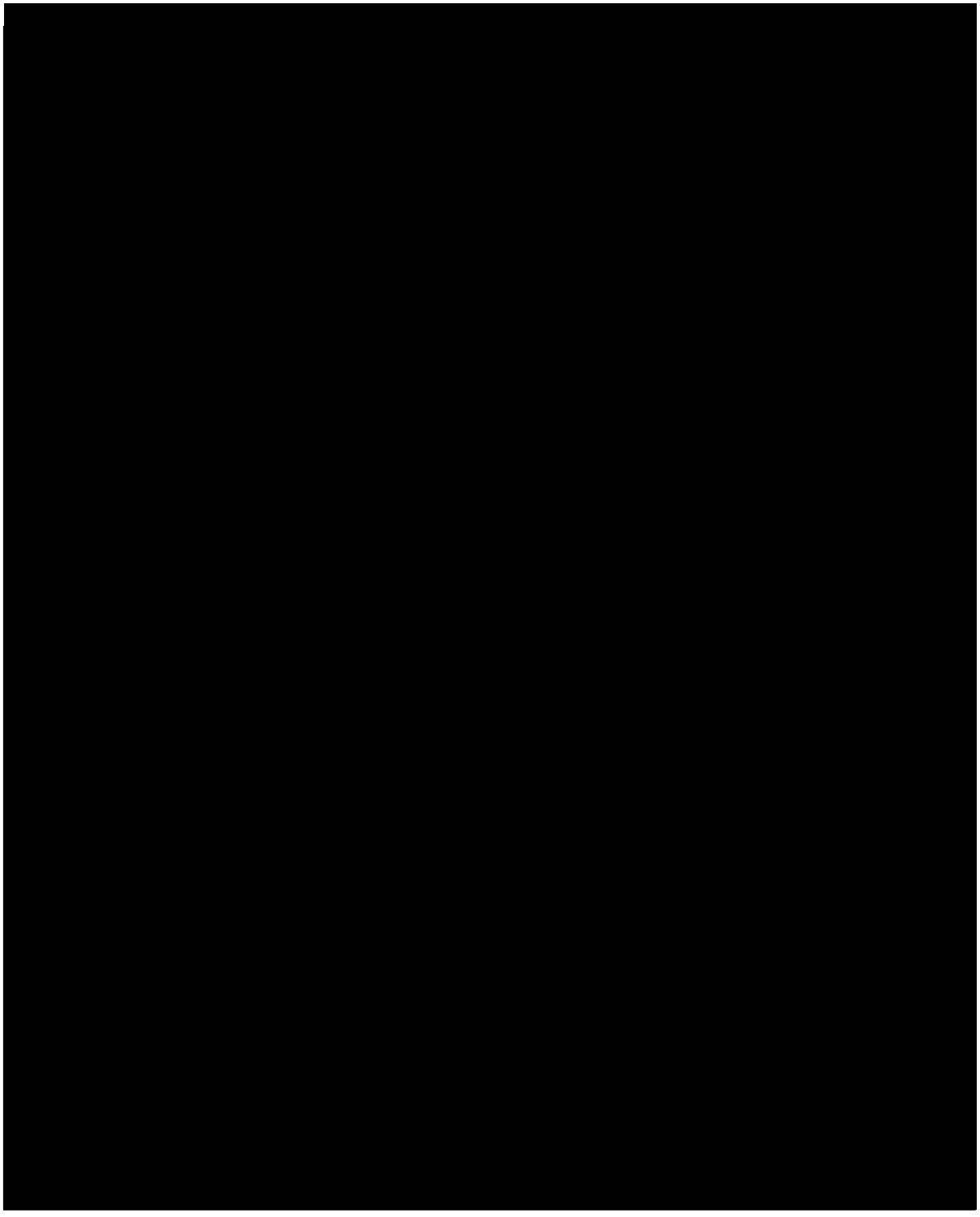
A. Yes. As set forth above, the CIAC Liquidation Process includes as part of the ultimate payment process that the Customer pay ELL any costs associated with constructing the Proposed Generators and any non-retained Battery Storage Facilities after accounting for any amounts received through the liquidation process. Further, the CIAC Liquidation Process expressly incorporates payment of Other Unrecouped Costs. The CIAC Agreement's termination-related provisions—and specifically the provisions governing the CIAC Liquidation Process—thus protect ELL's customers by ensuring the Customer pays for any costs that are not otherwise offset [redacted].

Q31. WHAT DOES THE ESA SPECIFY WITH RESPECT TO TERMINATION?

A. The ESA, including in particular Rider 1, includes provisions governing a range of termination scenarios. I have provided a visual depiction of the process that is triggered

upon notice of certain early termination events in AEO/HSPM Figure 1 below. Generally, upon the occurrence of any of certain potential early termination events, an identification-and-liquidation process is triggered pursuant to which the Company elects which of the Proposed Generators it wishes to retain and then liquidates the others. I refer to this process as the "ESA Liquidation Process." [redacted] as well as final termination payments, which I summarize below in Table 5. Note that if the ESA simply is not renewed at the end of its stated term, this is not considered a termination event.

HSPM/AEO Figure 1
ESA Liquidation Process



As mentioned, the final termination payments owed to the Company in accordance with the above-described process—which are set forth in Section 8(F) of Rider 1—are summarized in Table 5.

Table 5[20]
Summary of ESA Termination Payments

• Payment Category	• Summary of Payment Terms
• **Liquidated Generators**	• Within thirty days of sale/disposition, Customer and Company net amounts, and: • Customer owes Company the net book value of each Liquidated Generator; • Company owes Customer the Liquidation Proceeds, minus certain defined amounts • MMCs continue through liquidation up to 36 months.
• **Future Generators**	• Within thirty days of invoice following Required LPSC Approval, Customer pays Company the amount by which net book value exceeds the Future Generator Value.
• **Stranded Generators**	• If a Liquidated Generator fails to sell during the Marketing Period (as may be extended), Company decommissions at Customer's cost. If the Stranded Generator (or material component thereof) is sold within twenty-four months after the Marketing Period, Company pays Customer the net sale proceeds. MMCs continue through liquidation up to 36 months
• **Other System Resources**	• Except for the WF3 uprate, the Bayou Cove CCPA, and any of the Battery Storage Facilities the Company elects to retain, Customer pays Company the net book value of Other Supply Plan Resources Construction Costs (with certain liquidation proceeds owed to Customer).
• **Other Unrecouped Costs**	• Customer owes Company any Other Unrecouped Costs.

[20] All capitalized terms in Table 5 refer to the corresponding defined terms in the ESA.

Q32. IN YOUR OPINION, DO THE TERMINATION PROVISIONS IN THE ESA PROVIDE ADEQUATE PROTECTION FOR ELL'S OTHER CUSTOMERS IN THE EVENT THE CUSTOMER TERMINATES THE ESA EARLY?

A. Yes. While I have summarized the termination process and payments above, it bears emphasizing that the most important aspect of the termination provisions is that Rider 1 generally seeks to ensure that, in the event the Customer terminates its ESA early, the Company recovers the net book value of any generator that is both in service and not retained by the Company for general supply purposes as well as the Company's Other Unrecouped Costs, thus providing significant protection for ELL's existing customers in the event the Customer terminates before the end of the ESA's Original Term.

Q33. SHOULD THE CUSTOMER CHOOSE TO TERMINATE FOR CONVENIENCE DURING THE COMMISSIONING PERIOD, HOW WILL THE ASSETS BEING CONSTRUCTED BY ELL BE TREATED??

A. [redacted]

[redacted]

[redacted]

HSPM/AEO Figure 2

[redacted]

[redacted]

Q34. IN YOUR OPINION, DO THE PROVISIONS ASSOCIATED WITH DISPOSITION OF ASSETS DURING [redacted] INCLUDE ADEQUATE PROTECTION FOR ELL'S OTHER CUSTOMERS?

A. [redacted]

Q35. [redacted]

A. [redacted]

Q36. IN YOUR OPINION, ARE ELL'S OTHER CUSTOMERS ADEQUATELY PROTECTED IN THE EVENT THE CUSTOMER EXERCISES THIS OPTION?

A. [redacted]

Q37. ON THE ISSUE OF THE WFC – ST. LANDRY 500KV TRANSMISSION LINE, YOU MENTIONED THAT, IN THE EVENT OF AN EARLY TERMINATION OF THE ESA, THE CUSTOMER WILL BE REQUIRED GENERALLY TO ENSURE THROUGH THE ESA LIQUIDATION PROCESS THAT THE COMPANY RECOVERS THE NET BOOK VALUE OF CERTAIN RESOURCES IT DOES NOT SEEK TO RETAIN. DOES A SIMILAR OBLIGATION EXIST WITH RESPECT TO THE WFC – ST. LANDRY 500KV TRANSMISSION LINE?

A. No. As mentioned, the obligation I referenced above applies to generators and batteries that the Company does not wish to retain, and there is thus no similar obligation with respect to the WCF – St. Landry 500kV Transmission Line. [redacted]

[redacted]

Q38. LASTLY, WHAT IS ELL'S PLAN WITH RESPECT TO THE PROPOSED GENERATORS IN THE EVENT THE ESA IS NOT RENEWED BEYOND THE ORIGINAL TERM?

A. Mr. Datta testifies in his Direct Testimony concerning the options available to the Company in the event the Customer does not renew its ESA after the Original Term. Generally, the Company is confident that there will be material value associated with the Proposed Generators at the end of the ESA's Original Term. Moreover, as Mr. Datta explains in greater detail, the net benefits ELL anticipates for its existing customers from the commercial relationship with Evest during the Original Term exceed, by a significant margin, the net costs (relative to their benefits) associated with these resources at the end of the Original Term.

V. SUPPLY PLAN

Q39. TURNING TO THE SUPPLY PLAN FOR SERVING THE PROJECT, HOW MUCH CAPACITY WILL ELL NEED TO CONSTRUCT TO SERVE THE CUSTOMER'S ANTICIPATED LOAD?

A. The Customer's maximum demand is [redacted] MW, and the expectation is that the Customer will operate 24/7 with a [redacted] load factor—all of which translates to an annual energy consumption of [redacted] Megawatt-hours ("MWh") of annual energy consumption. In order to serve this load, while also providing additional capacity to account for transmission line losses and PRM requirements, the Company is proposing to construct the seven CCCTs and the [redacted] MW storage portfolio while also building substantial transmission upgrades.

Q40. WHAT IS THE EXPECTED COINCIDENT PEAK CONTRIBUTION OF THE EVEST LOAD?

A. The expected coincident peak contribution of the Evest load from 2026 through 2050 is set forth in HSPM/AEO Table 6 below:

HSPM/AEO Table 6 (Amounts in MW)

Year	Summer	Fall	Winter	Spring
2026	[redacted]			
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				

Year	Summer	Fall	Winter	Spring
2036	[redacted]			
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				

Q41. COULD ELL SERVE THIS CUSTOMER'S PROPOSED LOAD THROUGH TRANSMISSION ALONE?

A. No. As I explain further below, and as discussed more fully by Mr. Kline, ELL has performed a diligent analysis of its current resource portfolio and the resources available through the market, and there is not enough capacity available to serve this Customer without constructing new generation.

Q42. HOW DOES ELL PROPOSE TO PROVIDE THE NEW BASELOAD GENERATION REQUIRED FOR THIS PROJECT?

A. As mentioned above, ELL proposes to construct seven new CCCT generators and [redacted] MW of battery storage. Four of the new CCCTs will be located near the site of the Project in Richland Parish. The three remaining CCCTs will be located near the existing Big Cajun site in Pointe Coupee Parish, Louisiana.

Q43. BEFORE DISCUSSING THE SUPPLY PLAN IN GREATER DETAIL, WHAT IS A CCCT?

A. A CCCT is a highly efficient generator that burns natural gas to provide both baseload and dispatchable power. Company witness Norman Grunden discusses the mechanics of CCCTs (including the ability of a CCCT to co-fire hydrogen and thus avoid carbon emissions) more completely in his Direct Testimony, but CCCTs provide efficient, around-the-clock, reliable generation using a fuel supply (natural gas) that produces far fewer carbon and other emissions than legacy fuel sources such as coal.

Q44. WHAT IS THE EXPECTED OUTPUT OF EACH OF THE PROPOSED GENERATORS, AND WILL ALL THE OUTPUT BE DEVOTED TO THIS CUSTOMER?

A. Each of the seven new CCCTs is expected to have a nameplate capacity of 754 MW. As to whether the output from the new CCCTs will be devoted to the Customer, the new CCCTs are being built to serve ELL's total system load in the future, which will include the load of this new customer. These new CCCTs will be a part of ELL's overall generation-resource portfolio, and ELL is seeking approval of the CCCTs as system resources. ELL anticipates that, as system resources, these CCCTs will be committed and dispatched in the normal order, consistent with security constrained economic unit commitment and dispatch, to serve the needs of all ELL customers, as is the case with other system resources.

Q45. IN ADDITION TO THE GENERATION RESOURCES YOU JUST DESCRIBED, IS ELL ACQUIRING CAPACITY RESOURCES TO ASSIST WITH SERVING THE PROJECT EVEST LOAD?

A. Yes. The Company is planning for the construction of [redacted] MW of battery storage capacity. As to the battery storage facilities, the Company intends to construct two 200 MW battery storage facilities, one at the Bogalusa West solar facility being developed in Washington Parish, Louisiana, and one at the Cypress Harvest Solar Facility in Iberville Parish, Louisiana. [redacted] As with the Proposed Generators, the Company is acquiring the Battery Storage Facilities to serve its overall system load in the future, and, for the same reasons as the Proposed Generators, the Company asks that the Commission find that the Battery Storage Facilities are system resources.

Q46. WITH THESE RESOURCES—THE PROPOSED GENERATORS AND THE BATTERY STORAGE FACILITIES—WILL ELL HAVE ENOUGH CAPACITY TO SERVE THE EVEST LOAD ONCE IT'S FULLY RAMPED IN [redacted]?

A. Yes. As seen below in HSPM/AEO Figure 3, the Company's proposed supply plan results in sufficient capacity to serve the Project's estimated load regardless of which season (and MISO SAC value) is at issue.

HSPM/AEO Figure 3
Load + Reserve Supply Plan (MISO)

Q47. WILL ELL HAVE ENOUGH CAPACITY IN SERVICE TO SATISFY THE CUSTOMER'S RAMP SCHEDULE?

A.

[21] Load-serving capability refers to ELL's technical capability to serve load and should not be interpreted to be the same as ELL's need for capacity for MISO/resource-adequacy purposes.

[redacted]

HSPM/AEO Figure 4
Customer Ramp versus ELL Load-Serving Capability

The anticipated ramp-up for this Customer consists of (1) construction power beginning in [redacted]; (2) commissioning power beginning in approximately [redacted]; and (3) increases in the Customer's demand from [redacted] through full capacity in [redacted].

These estimates are based on the best currently available information (including, for example, information based on lead times) and are subject to refinement. Moreover, the ramp-up information is based on information provided to ELL by the Customer. [redacted]

Q48. PLEASE EXPLAIN HOW THE RESOURCES NEEDED TO SERVE THE EVEST LOAD ARE ALIGNED TEMPORALLY WITH THE CUSTOMER'S RAMP SCHEDULE.

A. HSPM/AEO Exhibit LKB-9 includes a depiction of the Customer's ramp schedule along with markers designating various in-service dates for resources that will assist with serving the Customer's load. Again, this information is based on the best information currently available and is subject to refinement.

Q49. YOU MENTIONED THAT THE CUSTOMER'S LOAD WILL BE REGISTERED AS A DRR-I. WHAT IS A DRR-I?

A. [redacted]

[redacted]

Q50. WHAT WILL ELL DO IF THE CUSTOMER'S TIMELINE CHANGES FOR ITS COMMERCIAL OPERATION DATE?

A. As noted, the above information is based on the best information that has been made available by the Customer, and the timeline is therefore subject to refinement and change. If the Customer's expected date for commercial operation changes, ELL will work with the Customer to accommodate its new date and have power available when and as needed.

VI. THE EVEST SUPPLY PLAN IN RELATION TO ELL'S RESOURCE PLANNING PROCESS AND NEEDS

Q51. TURNING NOW TO THE PROCESS FOR IDENTIFYING THE PROPOSED SUPPLY PLAN, PLEASE EXPLAIN THE GOAL OF ELL'S RESOURCE PLANNING.

A. ELL's resource planning is driven by the fundamental goal to deliver a resource portfolio that is centered on customer outcomes and the safe, reliable delivery of electricity at the lowest reasonable cost. Building a robust portfolio of resources requires that ELL carefully balance three key objectives: reliability, affordability, and sustainability. This balance looks at both the near-term and long-term benefits and risks associated with each key objective.

ELL's portfolio development places an emphasis on customer needs and preferences. ELL recognizes that customer expectations for electric service will continue to change alongside advancements in technology and evolving market and policy considerations. Accordingly, ELL aims to meet customers' needs for reliable, reasonably priced electric services and energy solutions both today and in the future.

Q52. PLEASE ELABORATE ON THE THREE KEY OBJECTIVES YOU MENTIONED FOR BUILDING A LONG-TERM RESOURCE PORTFOLIO.

A. Reliability as a planning objective means ensuring that the stability of the grid is maintained through adequate resources to meet capacity and energy needs along with adequate transmission and distribution systems to ensure that power is reliably delivered to customers. Ensuring that there are adequate resources to meet forecasted future customer demand is more than just supplying a certain number of megawatts or Zonal Resource Credits ("ZRCs") with respect to the MISO wholesale market. Resource adequacy must also consider the diversity of the supply portfolio—both in technology type and operational characteristics—combined with customer-targeted energy efficiency and demand-side resources. Planning also must consider the location of resources, proximity of those resources to customer load, and the availability of those resources under various conditions. The ability of the transmission and distribution system to deliver those resources to customers also is a key aspect of maintaining reliability, and the careful integration of generation, transmission, and distribution ensures that adequate reliability can be delivered at the lowest reasonable cost.

Affordability as a planning objective means keeping customer costs reasonable, considering current and expected cost impacts of infrastructure improvements made on behalf of ELL's customers and taking advantage of scale to provide cost synergies. ELL recognizes the importance of maintaining affordable rates for customers and prides itself on the ability to maintain rates well below the national average. Maintaining affordable rates requires balancing of various cost components such as capital investment, operations and maintenance expenses, and sometimes-volatile fuel and purchased power costs. Maintaining cost stability over time requires that ELL examine its portfolio over a variety of futures to ensure that long-term supply will adequately meet future customer needs.

Sustainability as a planning objective refers to the use and protection of the natural environment, ensuring compliance with existing and likely regulations, adaptability of resources, and paths towards a lower-carbon intensity economy. Portfolios of supply-side and demand-side resources that are capable of adapting and remaining sustainable over the long-term horizon bring customers increased benefits and help to manage long-term cost stability.

Appropriately balancing these three objectives with consideration of the near-term and long-term risks associated with each should result in the lowest reasonable cost portfolios of resources to meet customers' needs.

Q53. HOW HAS THE CONCEPT OF SPEED TO MARKET AFFECTED THE COMPANY'S RESOURCE PLANNING IN CONNECTION WITH THE PROJECT?

A. The Customer has expressed that speed to market is a critical concern as it develops its project, and the Company understands that similar considerations frequently (if not universally) apply to businesses seeking to develop infrastructure needed for development of artificial intelligence ("AI"). The Company further understands that speed to market for AI—especially in connection with energy supply—is a concern that has gained global significance and has been identified by the federal government as a matter of national security.[22] Most recently, in a move that signals the State of Louisiana's continued willingness to act quickly and creatively to capture economic opportunities—and, in doing so, to position Louisiana in the vanguard to compete for such opportunities—Governor Jeff Landry recently announced, and the LPSC has taken steps to implement, the "Louisiana Lightning Speed Initiative," which calls on state agencies to work with Louisiana Economic Development ("LED") with the goal to accelerate the timelines required for major employers to invest, build, and grow in Louisiana. At the December 17, 2025, Business & Executive ("B&E") Session of the

[22] *See, e.g., generally*, July 2025, WINNING THE RACE: AMERICA'S AI ACTION PLAN, *available at* https://www.whitehouse.gov/wp-content/uploads/2025/07/Americas-AI-Action-Plan.pdf, at p. i ("'Today, a new frontier of scientific discovery lies before us, defined by transformative technologies such as artificial intelligence…. Breakthroughs in these fields have the potential to reshape the global balance of power, spark entirely new industries, and revolutionize the way we live and work. As our global competitors race to exploit these technologies, it is a national security imperative for the United States to achieve and maintain unquestioned and unchallenged global technological dominance. To secure our future, we must harness the full power of American innovation.'"); *id.*, at p. 14 ("Like most general-purpose technologies of the past, AI will require new infrastructure—factories to produce chips, data centers to run those chips, and new sources of energy to power it all. America's environmental permitting system and other regulations make it almost impossible to build this infrastructure in the United States with the speed that is required."); *id.*, at p. 16 (explaining one recommended policy action to "[p]rioritize the interconnection of reliable, dispatchable power sources as quickly as possible").

LPSC, the Commission approved its Lightning Amendment to the 1983 General Order,[23] which provides that "[t]he requirements of General Order 10-14-2024 (R-34247) are considered waived for a proposed capacity addition where [certain] factors are demonstrated and proven in the certification proceeding," which factors include that there must be "[a] signed electric service agreement . . . with a new or expanding load with a requested initial in-service date within five years of the certification application [and a finding that,] [w]ithout the proposed capacity, the utility is projected to be short of the energy or capacity needed to meet the customer's electric requirements on the requested in-service dates."[24] The Lightning Amendment further directs Staff of the LPSC "to take reasonable steps to ensure that those applications are reviewed and processed on a timely basis, including retention of counsel and consultants as necessary, and handling any matters that arise with interventions, with the objective of the Commission being able to vote within 8 months of an application."[25]

As the Lightning Amendment recognized, "Louisiana is now ranked as a top-10 state by the Area Development Magazine for doing business, including #1 for energy cost and #4 for energy availability," and the Lightning Amendment is the

[23] *See* LPSC Minutes from December 17, 2025, Open Session, at p. 6, *available at* https://www.lpsc.louisiana.gov/docs/minutes/Dec_17_2025_Min.pdf; *see also* Sept. 20, 1983, General Order, *In re: In the Matter of the Expansion of Utility Power Plant; Proposed Certification of New Plant by the Louisiana Public Service Commission*; May 27, 2009, General Order (Corrected), LPSC Docket No. R-30517, *In re: Possible modifications to the September 20, 1983 General Order to allow: (1) for more expeditious certifications of limited-term resource procurements; and (2) an exception for annual and seasonal liquidated damages block energy purchases*.

[24] *See id*., at p. 7, ¶ 1.

[25] *See id*., ¶ 2.

Commission's answer to "a unique opportunity to create a regulatory pathway that enables Louisiana to be a consistent leader in attracting major employers."[26] The Lightning Amendment is thus "an initiative designed for speed-to-market and economic-development-driven power needs" that "set[s] the standard for public policy" and serves as a model for other states to use.[27]

As supported by these recent policy pronouncements on both the federal and state levels and in light of the stated importance of speed-to-market by the Customer, the Company has from inception sought to provide solutions that satisfy the Customer's need for speed. The Company has thus leveraged its unique know-how and available resources to develop a supply plan and execution strategy that allow for development on the Customer's timeline.

Q54. PLEASE DESCRIBE ELL'S LONG-TERM RESOURCE PLANNING PROCESS.

A. The core elements of ELL's resource planning process are: (1) a determination of the capability of the Company's current resources, (2) a forecast of the peak load plus reserve margin and energy that the Company expects to serve over the planning horizon, and (3) a determination of the amount and types of additional supply-side and demand-side resources that will be needed to meet the Company's future load and energy requirements.

[26] *See id.*, at p. 6.

[27] *See id.*

As part of its resource-planning efforts, ELL has developed and continues to refine an Integrated Resource Plan ("IRP"), which is periodically filed at the LPSC pursuant to the Commission's IRP rules.[28] ELL's most recent submission of a final IRP to the Commission was on May 22, 2023 (ELL's "Final 2023 IRP") and reflects inputs and assumptions that were established based on ELL's Business Plan 2022.[29] Given the uncertainty and fluidity inherent in long-term resource planning, ELL's IRP provides a framework for the Company to plan for resources over the next several years but does not and cannot reasonably serve as a prescriptive plan to address ELL's long-term resource needs and potential options for meeting those needs. Circumstances will necessarily change, and to be reasonable and prudent, resource-procurement decisions must be made based on the best information reasonably available at the time those decisions are made. ELL presents those decisions and the support for them to the Commission when seeking resource certifications required under applicable General Orders and does not seek certification via the IRP (nor, per my understanding of the Commission's IRP rules, does the Commission's acknowledgement of an IRP confer such approval).

Further, an overarching consideration in ELL's long-term resource-planning process is the current expectation with respect to load growth and the generation

[28] *See* Corrected General Order No. R-30021 (April 20, 12), *Ex Parte, In re: Development and Implementation of Rule for Integrated Resource Planning for Electric Utilities*, Docket No. R-30021.

[29] *See* ELL's IRP Final Report (May 22, 2023), *Ex Parte: In re: 2021 Integrated Resource Planning Process for Entergy Louisiana, LLC Pursuant to the General Order No. R-30021*, Docket No. I-36181. The Final 2023 IRP was acknowledged by the LPSC on February 21, 2024. The Final 2023 IRP was acknowledged by the LPSC on February 21, 2024. The Company has recently initiated the fourth full cycle of its IRP process and expects to submit an updated, final IRP report in 2027. *See* LPSC Docket No. I-37764, *In re: Integrated Resource Planning ("IRP") Process for Entergy Louisiana, LLC pursuant to the Corrected General Order No. R-30021, dated April 20, 2012.*

portfolio. As described in ELL's Final 2023 IRP, the record of LPSC Docket No. U-36190 (in which the Commission approved ELL's 2021 Solar Portfolio),[30] and ELL's applications and testimony in LPSC Docket Nos. U-36685, U-36697, U-37071, U-37425, and U-37801 (among others), ELL is projected to need additional long-term capacity over the course of the long-term planning horizon to replace deactivated capacity and address load growth in order to reliably serve customers.

ELL has also presented the Commission with results of certain aspects of its continuous resource-planning efforts outside of the formal IRP process. For example, ELL received approvals in 2024 from the Commission in LPSC Docket No. U-37071 (which concerned ELL's 2023 Solar Application, specifically the PPA for the Mondu Solar Facility) and LPSC Docket No. U-36697 (which was ELL's 3 GW filing).[31]

Finally, there are instances in which ELL's resource-planning process addresses (but the IRP may not contemplate) unique load-serving issues and solutions that arise from time to time—an issue present in this case and that similarly arose with the proposed resources at issue in LPSC Docket No. U-37425, in which the requests for service were received by ELL after the latest IRP was filed. Under the circumstances present in this Application and the Application in LPSC Docket No. U-37425, ELL was unable to include the proposed load (or the corresponding solution) in its IRP and

[30] *See* Order No. U-36190 (October 14, 2022), *In re: Application for Certification and Approval of the 2021 Solar Portfolio, Rider Geaux Green Option, Cost Recovery and Related Relief*, Docket No. U-36190.

[31] *See* Order No. U-37071 (September 6, 2024), *In re: Application for Approval of the Mondu Solar Power Purchase Agreement, Expansion of the Geaux Green Tariff, and Cost Recovery*, Docket No. U-37071; Order No. U-36697 (June 14, 2024), *In re: Application of Entergy Louisiana, LLC for Approval of Alternative Process to Secure up to 3,000 MW of Solar Resources, Certification of those Resources, Expansion of the Geaux Green Option, Approval of a New Renewable Tariff, and Related Relief*, Docket No. U-36697.

has instead fulfilled the Commission's planning requirements by seeking certification of certain resources in the Application itself.

Q55. PLEASE DESCRIBE THE COMPANY'S CURRENT RESOURCE PORTFOLIO.

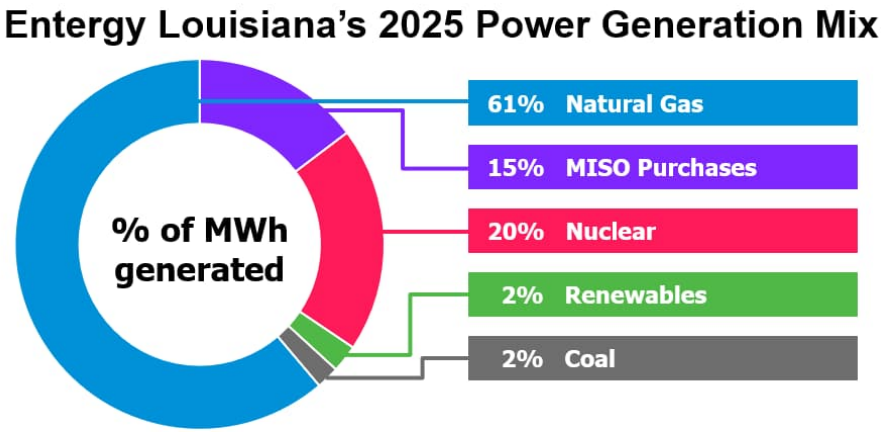
A. ELL controls approximately 11 GW of in-service capacity through direct ownership, capacity contracts with third parties, life-of-unit contracts with other EOCs, and Demand Response Resources. Over the last nearly twenty years, ELL has transformed and modernized its generation portfolio to support existing customers' needs and address significant current and expected industrial load growth in Louisiana by adding reliable and more efficient combustion turbine ("CT") and CCCT generating units to meet its supply needs. More recently, ELL has begun its transition to more renewable resources. Table 7 below shows ELL's current (as of 2026) resources by fuel type, including demand-side resources and supply-side resources owned by ELL and under contract through PPAs.

Table 7

2026 ELL Resource Portfolio		
	Summer Seasonal Accredited Capacity ("SAC")	**SAC %**
Coal	343	3.1%
Nuclear	1,581	14.1%
CCCT	5,611	50.1%
CT and Other	788	7.0%
Legacy Gas	2,332	20.8%
Renewable	271	2.4%
Load Modifying Resources ("LMRs")	272	2.4%
Total	**11,199**	**100.0%**

Figure 5 below shows ELL's energy mix in 2025 by generation type.

Figure 5



Approximately 21% of the capacity in the Company's current resource portfolio is composed of legacy generation units that have been in service for more than 50 years, with the oldest having been in operation for 59 years. While the Company has made and will continue to make investments to maintain these generators when economical to do so, many of these generators are expected to reach the end of their economically useful lives and be deactivated within the next seven years.[32]

[32] For example, ELL deactivated Waterford 1 during the first quarter of 2021. *See* ELL's Compliance Filing (March 30, 2022), *In re: Notification of Deactivation and Retirement Decisions Pursuant to Louisiana Public Service Commission's Deactivation General Order (Docket No. R-34407)*, Docket No. X-35751; *see also, e.g.*, ELL's IRP Final Report (May 22, 2023), *Ex Parte: In Re: 2021 Integrated Resource Planning Process for Entergy Louisiana, LLC Pursuant to the General Order No. R-30021 Dated April 20, 2012*, Docket No. I-36181, p. 27.

Q56. WHAT IS MISO'S ROLE WITH RESPECT TO THE PROPOSED GENERATION AND TRANSMISSION UPGRADES?

A. MISO is the Regional Transmission Organization in which ELL is a transmission-owning member. MISO thus performs a variety of functions related to the ELL transmission system, including evaluating generator connection requests for new resources that wish to interconnect to ELL's transmission facilities. Further, as I discuss in additional detail below, ELL intends to use the planned generation (as well as certified solar, hybrid, and other approved renewable resources) as capacity resources in MISO and thus to offer them into the Planning Resource Auction ("PRA"). In order to obtain capacity credit for the new resources (including any approved solar, hybrid, or other approved renewable resources), ELL will apply for Network Resource Interconnection Service ("NRIS") for those resources, and MISO, in accordance with the processes outlined in the MISO Tariff, will study the impacts of certain of the new resources[33] on the transmission system and, through a course of definitive planning phases or other studies, determine the transmission system upgrades, if any, that are required in order for the resources to interconnect with MISO's system and supply capacity to loads across MISO. Once the resources and any required transmission upgrades are complete and placed in service, ELL should be able to offer the energy and capacity from the new resources into the MISO markets, thus entitling ELL to the receipt of energy revenues and capacity credits/revenues for the proposed resources

[33] [redacted]

that will inure to the benefit of all of ELL's customers. Mr. Kline also discusses these issues in his Direct Testimony.

Q57. HAS ELL ALREADY SUBMITTED THE PROPOSED GENERATORS FOR MISO'S CONSIDERATION?

A. ELL has submitted Richland Parish Units 1&2 and 3&4 to MISO for consideration. Importantly, all four of those CCCT generators were submitted to MISO pursuant to its Expedited Resource Addition Study ("ERAS") process, which is a temporary process used by MISO for expediting the study and approval of interconnection projects needed for resource adequacy and/or reliability needs. Based on the positions of Richland Parish Units 1&2 and 3&4 in the ERAS queue, the Company anticipates executing Generator Interconnection Agreements ("GIAs") with MISO for Richland Parish Units 1&2 in December 2026 and Richland Parish Units 3&4 in March 2027.

As to Pointe Coupee Units 1, 2, and 3, [redacted]

[redacted]

[redacted]

[redacted]

The below table summarizes ELL's plan with respect to obtaining NRIS deliverability for the Pointe Coupee units.

HSPM Table 8
Path to Securing NRIS at Pointe Coupee

Path to Interconnection	Amount (MW)	Anticipated Timeline
ERAS	377	Cycle 4: Start 6/2026; GIA Expected 9/2026
[redacted]		
Total	**2310**	

Q58. HOW DO MISO RESOURCE ADEQUACY REQUIREMENTS INFLUENCE THE COMPANY'S RESOURCE NEEDS?

A. ELL's resource planning efforts are primarily focused on the planning objectives I noted above to deliver the right type and amount of generating capacity to reliably serve ELL's customers in Louisiana. In doing so, ELL must also account for the resource adequacy requirements set out by MISO for the Planning Year to ensure that the results of ELL's planning efforts meet those requirements.

While MISO has no responsibility to build or provide capacity, it nevertheless assigns resource adequacy requirements to load-serving entities in its footprint,

including ELL. MISO historically provided annual resource adequacy requirements, but in recent years has implemented its SAC construct, which began with the 2023-2024 Planning Year. Under this revised resource adequacy construct, MISO conducts seasonal assessments to evaluate potential resource adequacy risks for the various seasons. These assessments evaluate seasonal loss-of-load risk by modeling near-term capacity in the face of historic outage conditions and by modeling a wide range of potential load-forecast and weather scenarios, including extreme weather scenarios. The assessments performed by MISO also highlight potential issues in the upcoming seasons to help MISO, load-serving entities, regulators, and other stakeholders prepare for potentially strained system conditions and develop preventative actions.[34]

As part of its resource adequacy requirements, MISO also determines Local Clearing Requirements ("LCRs")—the amount of capacity that must be physically located within each Local Resource Zone ("LRZ") (as defined by MISO) accounting for how much load is present within each LRZ and how much capacity can be "imported" from other LRZs. In the event a load-serving entity's resources fall short of its seasonal requirements, that load-serving entity is exposed to the zonal clearing price for MISO's annual capacity PRA for the shortfall. The clearing price can approach and ultimately reach the cost of new entry ("CONE") multiplied by four if an individual LRZ cannot meet its LCR, which may occur as market conditions tighten across MISO's footprint.[35]

[34] MISO Energy, *Resource Adequacy*, Midcontinent Independent System Operator, Inc., *available at* https://www.misoenergy.org/planning/resource-adequacy2/resource-adequacy.

[35] The "cost of new entry" represents the regional, annualized capital cost of building a new CT.

As I noted above, MISO has recently implemented various changes to the design of the PRA, and these have had an impact on the PRA results. The PRA results for the 2023-2024 MISO Planning Year, released in the Spring of 2023, represented the first time MISO released PRA results based on its new SAC construct. Results for the 2025-2026 MISO Planning Year, the PRA for the current Planning Year commencing June 1, 2025, represent the first time MISO included its Reliability-Based Demand Curve ("RBDC"), which resulted in an amount of capacity clearing in the PRA that exceeded the seasonal PRM targets published in MISO's 2025-2026 LOLE Study report.

Across the MISO region as a whole, declining surplus capacity, coupled with emerging risks due to fleet transition and new load additions, continue to pressure resource adequacy. While LRZ 9, in which Louisiana sits, did not clear at CONE in any season, its Summer season cleared at the highest value to date, which was $666.50/MW-day, and the remaining seasons cleared at their highest values since MISO began seasonal accreditation.[36] In the Fall, LRZ 9 cleared at $74.09/MW-day, in the Winter it cleared at $33.20/MW-day, and in the Spring it cleared at $69.88/MW-day.[37] LRZ 9 has experienced elevated pricing in the most recent MISO PRAs and is expected to continue to see elevated pricing in the coming years.[38]

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36 *See* MISO Energy, *Planning Resource Auction Results for Planning Year 2025-26* (April 2025), https://cdn.misoenergy.org/2025%20PRA%20Results%20Posting%2020250529_Corrections694160.pdf.

37 *See id.*

38 *See id.*

The significantly tightening supply of capacity within LRZ 9 is evident from the detailed results underlying the elevated summer season clearing prices in the 2025-2026 PRA. Those results show that, in Summer, the quantity of supply offered into the auction (20,499 MW) exceeded the LCR for LRZ 9 (19,615 MW) by only 884 MW.[39] In other words, if the amount of capacity offered in LRZ 9 in the Summer season had been roughly 4% lower, then LRZ 9 would have cleared at four times CONE for that season. Ensuring adequate capacity in LRZ 9 is thus crucial, especially at a time when certain Louisiana Load Serving Entities are relying on approximately 600 MW of capacity outside of LRZ 9 (and in jurisdictions as far away as Michigan) to fulfill their planning needs.[40]

As I noted, ELL's planning efforts carefully consider the location of resources and the proximity of those resources to customer load and therefore are aligned with these MISO zonal requirements. This alignment serves to help mitigate ELL customers' level of exposure to capacity shortfalls and places an emphasis on securing adequate in-zone resources.

[39] *See id.* at 18.

[40] *See* October 1, 2025, LPSC Staff MCO Compliance Report, LPSC Docket No. X-37566, at p. 11 (noting that approximately 14% of Concordia Electric Cooperative, Inc.'s total resources are located in Michigan); December 15, 2025, LPSC Staff Annual Report on Louisiana Resource Adequacy, LPSC Docket No. X-37566, at p. 15 ("For the 25/26 Planning Year, approximately 600 MW of Qualifying Capacity identified by jurisdictional LLSEs participating in MISO was located outside MISO LRZ 9.").

Q59. DO THE PROPOSED GENERATORS AND THE BATTERY STORAGE FACILITIES FACILITATE ELL'S COMPLIANCE WITH THE MINIMUM CAPACITY OBLIGATIONS SET BY THE LPSC?

A. Yes. In 2024, the LPSC issued its General Order imposing minimum capacity obligations on Load Serving Entities ("LSEs") in Louisiana, stating the "purpose of the rule is for every utility to prudently plan to supply 100%" of its Applicable Planning Reserve Margin Requirement with Qualified Capacity Resources, and noting "there are clear concerns regarding the future of resource adequacy" in Louisiana.[41] ELL shares the Commission's desire to ensure adequate resources exist to serve customers into the future, accounting for resource development lead times, load forecast uncertainty, and other factors. The supply plan in this case will add roughly [redacted] MW (Spring SAC) of capacity to ELL's supply mix to help facilitate ELL's compliance with the minimum capacity obligations set by the LPSC in its General Order.[42]

[41] *See* General Order (July 16, 2024), *In re: Consideration of Whether the Commission Should Adopt Minimum Physical Capacity Threshold Requirements for Load Serving Entities*, Docket No. R-36263, pp. 4-5.

[42] ELL cites to the MCO Order to highlight that the Proposed Generators and Battery Storage Facilities will facilitate ELL's compliance with the Order's requirements, which exist to ensure that jurisdictional utilities are planning appropriate resources to ensure resource adequacy in Louisiana, and considering that violations entail Commission-imposed penalties. Consistent with the MCO Order, ELL does not cite it as the basis for or in support of the selection of a particular type of resource. *See id.*, Attachment A, § 100. Furthermore, as discussed above, the Company has also sought to further satisfy the intent of the MCO Order by identifying resources that cover the capacity needs associated with the Customer's maximum demand, plus a reserve margin.

Q60. INDEPENDENT OF THE CUSTOMER'S PROJECT, DOES THE COMPANY NEED ADDITIONAL LONG-TERM GENERATING CAPACITY TO SATISFY ITS PLANNING OBJECTIVES?

A. Yes. As set forth in multiple recent dockets—including recently in LPSC Docket No. U-37801,[43] in which the Company seeks approval to acquire the Cottonwood Generation Facility, and LPSC Docket No. U-37853,[44] in which the Company seeks approval to construct the Waterford 6 Power Station and Westlake Power Station—projected load (plus a planning reserve margin) exceeds the capacity of ELL's existing and LPSC-approved resources, which indicates a need for additional long-term capacity, and this need exists independent of the anticipated load associated with Project Evest. Indeed, as explained in connection with LPSC Docket No. U-37853, ELL will need [redacted].

Q61. WHAT ARE ELL'S CURRENT PLANS TO MEET THE LONG-TERM CAPACITY AND LOAD SERVING CAPABILITY NEEDS OF ITS EXISTING CUSTOMERS?

A. As noted above, the Company has developed and continues to refine an integrated plan that considers generation, demand response, energy efficiency, and transmission and

[43] *See* December 3, 2025, LPSC Docket No. U-37801, *In re: Application of Entergy Louisiana, LLC for Approval to Acquire Cottonwood Generation Facility and for Cost Recovery.*

[44] *See* February 6, 2026, LPSC Docket No. U-37853, *In re: Application of Entergy Louisiana, LLC for Approval to Construct Waterford 6 Power Station and Westlake Power Station, and for Cost Recovery*.

that plans to meet customer needs at the lowest reasonable cost. Just to mention a few examples:

- ELL is pursuing the development of significant transmission projects to support load growth and economic development in southeast Louisiana and increase the load serving capability in the Amite South Planning Region. These projects, collectively known as the Amite South Transmission Project ("ASTP"), and individually known as ASTP Phases 1, 2, and 3, were brought before the Commission through five individual filings. In general, Phases 1 and 2 of the ASTP provide for transmission construction and improvements on the West Bank and East Bank of the Mississippi River, respectively. ASTP Phase 3 provides for a new transmission line in the area north of Lake Pontchartrain. MISO approved all three phases as part of the 2023 MISO Transmission Expansion Plan. Below is a chart identifying the filing dates and docket numbers for each filing.

ASTP Phase	Project	Docket No.	Filing Date at LPSC
Phase 2	Audubon Substation and Related Transmission Facilities	S-37113	1/31/2024 (Docket closed on 10/22/2024)
Phase 1	West Bank 230kV Project	U-37143	3/22/2024 (Approved by LPSC on 4/25/2025)
Phase 1	West Bank 500kV Project	U-37467	12/23/2024 (Approved by LPSC; Order Dated 12/22/2025)
Phase 2	Willow Glen – Conway – Audubon 230kV Transmission Line	U-37527	2/26/2025
Phase 3	Adams Creek – Robert 230kV Transmission Line	U-37563	4/17/2025

- The Company is continuing its efforts to add solar generation to its portfolio, which efforts are represented in the Company's most recent IRP filing as well as recent, and ongoing, certification dockets including LPSC Docket Nos. U-36190,[45] U-36685,[46] U-37071,[47] U-36997,[48] and U-37800;[49]
- In May of 2025, the Company filed an Application seeking, among other things, authorization to implement, over a five-year period, a suite of proposed demand response offerings, consisting of (1) for residential customers, smart thermostat DR, battery energy storage DR, and an electric vehicle behavioral charging offering, (2) for agricultural customers, an agricultural irrigation load control program, and (3) for commercial and industrial customers, an aggregated capacity DR offering;[50]
- As mentioned above, the Company recently filed an Application in December 2025 seeking approval from the LPSC for ELL to acquire the

[45] *See* LPSC Docket No. U-36190 (November 9, 2021), *Ex Parte: Application of Entergy Louisiana, LLC for Approval of the 2021 Solar Portfolio, The Geaux Green Option, Cost Recovery and Related Relief*.

[46] *See* LPSC Docket No. U-36685 (February 28, 2023), *Ex Parte: Application of Entergy Louisiana, LLC for Approval of the 2022 Solar Portfolio, Expansion of the Geaux Green Option, Cost Recovery and Related Relief.*

[47] *See* LPSC Docket No. U-37071 (December 18, 2023), *Ex Parte: Application of Entergy Louisiana, LLC for Approval of the Mondu Solar Power Purchase Agreement, Expansion of the Geaux Green Option, Cost Recovery and Related Relief.*

[48] *See* LPSC Docket No. U-36697 (March 13, 2023), *Ex Parte: Application of Entergy Louisiana, LLC for Approval of Alternative Process to Secure up to 3,000 MW of Solar Resources, Certification of those Resources, Expansion of the Geaux Green Option, Approval of a New Renewable Tariff, and Related Relief.*

[49] *See* LPSC Docket No. U-37800 (November 30, 2025), *In re: Application of Entergy Louisiana, LLC for Approval to Construct Votaw and Segno Solar Facilities, and for Cost Recovery*.

[50] *See* LPSC Docket No. U-37595 (May 30, 2025), *In re: Application of Entergy Louisiana, LLC for Approval of Demand Response Programs and Associated Cost Recovery*. The Commission approved an uncontested stipulated settlement agreement in this matter at its March 18, 2026, B&E Session.

Cottonwood generating facility, which would provide approximately 1,263 MW (nominal) of CCCT capacity and energy to ELL's generating portfolio;[51]

- Also in December 2025, the Company issued a Notice of Release of Draft RFP Documents for the Company's 2025 Request for Proposals for Battery Energy Storage System Resources, which will seek up to 1,100 MW of Capacity, Energy, Capacity-Related Benefits (such as ZRCs and capacity credits), Other Electric Products, and Environmental Attributes from eligible new-build and existing battery energy storage systems, for service commencing between January 1, 2028, and March 31, 2030, with a preference for resources that will be online by March 31, 2029;[52]
- Also in December 2025, the Company filed an application seeking certification of the Babel – Webre 500kV Project, which includes construction of (among other things) a new approximately 147-mile 500kV transmission line in Louisiana and which is a MISO MTEP25 Baseline Reliability Projects that will address widespread transmission reliability constraints associated with expected load growth in southeast Louisiana and

[51] *See* LPSC Docket No. U-37801 (December 2, 2025), *In re: Application of Entergy Louisiana, LLC for Approval to Acquire Cottonwood Generation Facility and for Cost Recovery.*

[52] *See* https://rfp.entergy.com/ENTRFP/SEND/2025ELLBESSRFP/index.htm.

enhance reliability and resilience across the area west of Baton Rouge to the Louisiana/Texas state line;[53]

- In February 2026, ELL filed an application seeking approval to construct the Waterford 6 Power Station and Westlake Power Station, which, when completed, will add approximately 1,500 MW of additional capacity to ELL's base supply plan;[54] and
- Earlier this month (March 2026), the Company filed an application seeking approval of four purchase agreements: an amended version of an existing PPA with Occidental Chemical Corporation ("Oxy") related to Oxy's Taft Cogeneration Facility and three capacity credit purchase agreements—the Bayou Cove CCPA, a separate agreement associated with Big Cajun 1, Units 2 and 3, and a third agreement associated with the Zydeco Solar Facility that is under development.[55]

The Company continues to need long-term capacity over the planning horizon, and ELL will meet this need from a diverse set of resources that will provide efficient operating flexibility to serve evolving customer demands. Moreover, as I discussed above, resource planning is a dynamic process, and ELL's plans accordingly must be updated regularly—a fact that is especially important currently, when ELL is updating

[53] *See* LPSC Docket No. U-37812, *In re: Application of Entergy Louisiana, LLC for Certification of the Babel – Webre 500kV Transmission Project in Accordance with Louisiana Public Service Commission General Order Dated September 10, 2024.*

[54] *See* LPSC Docket No. U-37853, *In re: Application of Entergy Louisiana, LLC for Approval to Construct Waterford 6 Power Station and Westlake Power Station, and for Cost Recovery*.

[55] *See* LPSC Docket No. U-37872, *In re: Application of Entergy Louisiana, LLC for Approvals Relating to Various Purchase Agreements, and for Associated Cost Recovery*.

certain generator-retirement dates and fielding varying levels of responses to ongoing requests for proposals.

Q62. HOW DO THESE RESOURCE NEEDS RELATE TO THE COMPANY'S REQUEST WITH RESPECT TO PROJECT EVEST?

A. The Company's overarching need for capacity is important to this Docket for at least two reasons. First, the fact that the Company faces a capacity deficit under normal planning conditions, as set forth above, further supports that the Company needs additional capacity to serve the anticipated load for Project Evest (and, in turn, supports the mix of resources selected by the Company to ensure that the needed capacity is available). Second, the tight capacity conditions that I describe above are being experienced not just by the Company, but across all of MISO, and, as supported by recent PRA results, there is significant potential value from the capacity resources being proposed in connection with this Application. To that end, as I discuss further below, the Company has worked diligently to negotiate with the Customer for a liquidation process that, in the event the Customer terminates its ESA before the end of the Original Term, results in the Company having the initial choice on which, if any, of the Proposed Generators and Battery Storage Facilities it wishes to retain for capacity needs. This is a valuable contractual right that allows flexibility in the event of an early termination to evaluate using all or a portion of the fleet of resources being constructed for the Customer for future capacity needs.

Q63. DOES THE RELIEF SOUGHT IN THIS DOCKET SUPPORT ELL'S THREE RESOURCE PLANNING OBJECTIVES?

A. Yes. As set forth above, the three key planning objectives for resource planning are reliability, affordability, and sustainability. The relief sought in this Application satisfies each of these planning objectives. In addition, the supply plan also accommodates the overarching need from Customer (and the policy objectives announced at both federal and state levels, including by the LPSC) for speed to market.

Q64. HOW DOES THE RELIEF SOUGHT IN THIS DOCKET SUPPORT ELL'S RELIABILITY PLANNING OBJECTIVE?

A. First, with respect to reliability, adding the Proposed Generators and the Battery Storage Facilities will provide the necessary capacity required for the new load, including line losses and planning reserve margins, from the Customer. From a very high-level perspective, these resources are necessary additions to maintain reliability as the Customer's anticipated load is added to Entergy's system.

Each of the resources provides additional reliability benefits. As to the Proposed Generators, those units are not devoted solely to the Customer and are instead dispatchable resources that will be committed and dispatched in economic merit order by MISO. Moreover, the Proposed Generators are a critical source of energy for, among other things, charging the Battery Storage Facilities. In addition, the Proposed Generators will utilize a technology that provides an inertia-based source of energy that will help maintain electric system voltage at desired levels, thus enhancing reliability.

As to the Battery Storage Facilities, those offer capacity that, in addition to helping with the obligations referenced above, will be especially helpful in integrating renewable resources. To that end, although no specific renewable resources are being presented for Commission approval in this proceeding, renewable resources are a central feature of the Sustainability Agreement, and the 2,500 MW of renewable resources contemplated by the Sustainability Agreement, if approved, will provide additional system resources that will be committed and dispatched in order by MISO and will encompass similar reliability benefits.

In addition to the Proposed Generators and the Battery Storage Facilities, the Application contemplates various transmission upgrades, including the WFC – St. Landry 500kV Transmission Line, that will provide reliability and other benefits to many of ELL's customers, especially those located in North Louisiana. Moreover, as previously discussed, ELL intends to site Pointe Coupee Units 1, 2, & 3 within SELPA, which will help with outage management and with mitigating any adverse effects from the change in power flows resulting from the addition of the large load associated with the Project, as noted above—both of which will correspondingly enhance reliability throughout both the Central Planning Area and SELPA.

Q65. HOW DOES THE RELIEF SOUGHT IN THIS DOCKET SUPPORT ELL'S AFFORDABILITY PLANNING OBJECTIVE?

A. With respect to affordability, the Proposed Generators, the Battery Storage Facilities, and any renewable resources selected pursuant to the Sustainability Agreement and certified by the Commission will be committed and dispatched in economic merit order

by MISO, meaning they will be dispatched when it is cost-effective to do so relative to alternative sources of capacity and energy that may be available to serve the relevant loads in the MISO markets. Moreover, it is critical to remember that the Customer is contributing significant amounts up front (through the Evest Long-Lead Agreements and the CIAC Agreement) and throughout the term of the ESA (through its MMCs) such that the full revenue requirement during the term of the ESA of the incremental resources needed to serve the Customer is being paid through revenues received from the Customer. Even more, as set forth above, the Customer is also contributing approximately $2 billion to the Company's embedded cost to serve and preexisting storm and resilience-related costs—costs that would be paid by ELL's other customers in the absence of Customer's contributions. All of these impacts serve to mitigate the impact on existing customers' bills of serving the Customer's anticipated load—and, as to the Company's embedded costs to serve and storm and resilience costs, place downward pressure on the amounts customers pay.

Lastly, the Customer has also agreed as part of the Sustainability Agreement that it will contribute during the initial term of the ESA $7 million per year to the Company's energy efficiency program for low-income residential customers, which helps with bill assistance and home weatherization, and $3 million per year to Entergy's The Power to Care program, which helps with providing emergency bill assistance for those in need. Even more, the Customer's contribution toward The Power to Care program is being matched dollar for dollar by ELL during the initial term, meaning the total contribution toward The Power to Care during the twenty-year initial term will be $120 million. These contributions will support (and lower utility impacts for) ELL

customers in need, whether by assisting with lowering monthly utility bills through energy-efficiency initiatives or by providing financial support when those customers need it most.

Q66. HOW DOES THE RELIEF SOUGHT IN THIS DOCKET SUPPORT ELL'S SUSTAINABILITY PLANNING OBJECTIVE?

A. The most significant commitments by ELL and the Customer toward sustainability are captured in the Sustainability Agreement, which includes the parties' agreement to pursue 2,500 MW of renewable resources (including solar, onshore wind, and associated hybrid resources), to explore developing a substantial amount of carbon capture and storage ("CCS") projects on the Proposed Generators and generators being constructed for the Customer and the Customer's affiliate, Laidley, and to collaborate on certain nuclear-focused initiatives. Both ELL and the Customer have stated goals of mitigating the impact from their respective carbon emissions, and the Sustainability Agreement sets forth the framework by which the parties will seek to achieve those goals.

In addition, the Proposed Generators, the Battery Storage Facilities, and the Waterford 3 nuclear uprate referenced above (all of which are being funded through revenues received from the Customer) advance the Company's sustainability objectives. As to the Proposed Generators, as Mr. Owens and Mr. Grunden also explain in their Direct Testimony, ELL and the Customer have proposed hydrogen- and CCS-enabled CCCTs for the new generators because those resources provide the level of around-the-clock, reliable service needed for the Customer (something renewable

resources cannot do on their own) while also emitting less carbon than alternative, equally reliable thermal generators. Moreover, because the Proposed Generators will be sophisticated, highly efficient units, it is anticipated that those generators will be dispatched first by MISO, thus potentially displacing the need to dispatch other, less-efficient, legacy generators.

As to the Battery Storage Facilities, those resources provide capacity without the need for an additional thermal resource while also providing storage that can discharge when renewable resources are not producing, thus assisting with the integration of renewable resources into ELL's system.

Lastly, as to the Waterford 3 nuclear uprate that is being funded through revenues received pursuant to the Customer's ESA, nuclear generators do not emit carbon during operation, and the uprate will accordingly provide low-carbon energy and capacity.[56]

Q67. HOW DOES THE RELIEF IN THIS DOCKET SUPPORT THE GOAL OF ACHIEVING SPEED TO MARKET?

A. As recognized by both the federal government and the State of Louisiana (including in particular the LPSC in its recent Lightning Amendment to the 1983 General Order), speed to market is an overarching and critical driver for technology companies in selecting sites for data centers to support AI development efforts. The Company's

[56] The Customer and the Company have also agreed to evaluate whether to pursue an uprate at the Company's existing River Bend Station ("RBS") nuclear generation facility. In the event the Company and Customer agree to pursue such an uprate, the parties will negotiate appropriate terms, and the Company will seek certification of any such uprate from the Commission.

approach to crafting a supply plan for the Customer has thus been informed from the outset by the need to meet the Customer's timeline in order that the state might reap the benefits from having the Customer's project constructed in Louisiana. To meet that timeline, the Company accordingly selected resources that it feels confident it can execute on the requisite schedule while also advancing the Company's reliability, affordability, and sustainability goals. As to the Proposed Generators in particular (which make up the bulk of the proposed capacity for serving the Customer's anticipated demand), the Company has ample experience in constructing CCCT generators as well as a favorable business arrangement with the manufacturer of the necessary (and scarce) turbines for those generators, all of which serves to reassure the Customer that the Company can meet its stated deadlines.

In sum, the Company has identified a supply plan that, especially when combined with the commitments in the Sustainability Agreement, advances the Company's resource-planning goals of reliability, affordability, and sustainability while simultaneously meeting the Customer's stated need for speed to market. In preparing its proposed supply plan, the Company seeks to offer the confidence to both the Customer and the state that it can execute on constructing the resources needed to serve Project Evest and, in doing so, secure this transformational project for Louisiana.

VII. THE SUPPLY PLAN IN RELATION TO ELL'S NEED FOR DISPATCHABLE GENERATION

Q68. YOU PREVIOUSLY TESTIFIED THAT FOUR OF THE PROPOSED CCCT GENERATORS WOULD BE LOCATED IN THE CENTRAL PLANNING AREA AND THE REMAINING THREE WOULD BE LOCATED IN SELPA. PLEASE SUMMARIZE ELL'S SERVICE IN THE CENTRAL PLANNING AREA AND THE MANNER IN WHICH SERVICE IS PROVIDED TO CUSTOMERS IN THAT AREA.

A. The Central Planning Area is one of the five overarching planning areas used by ELL for planning resource needs in Louisiana. A map of Louisiana reflecting the five planning areas is reproduced below:

Figure 6
Map of ELL Planning Areas

As seen in the above map, the Central Planning Area is the largest of ELL's planning areas by land area and encompasses a significant portion of the State of Louisiana. Historically, although the Central Planning Area is the largest portion of the state by land area, it has also had very little load when compared to other planning areas located

further south, primarily because of the concentration of the state's industrial operations (and thus the majority of the state's electrical load) along the Mississippi River and the Interstate 10 corridor paralleling the Gulf Coast. Because of the low density of large load in the Central Planning Area, there correspondingly has been less need for generation and transmission in that area. ELL therefore plans to add four new CCCTs near the Customer's site, at least in part due to the fact that Customer's new load—especially when combined with Laidley's anticipated load in LPSC Docket No. U-37425—reasonably has led ELL to revisit longstanding expectations with respect to generation and transmission needs in the Central Planning Area.[57]

Q69. PLEASE DESCRIBE SELPA.

A. SELPA stands for the Southeast Louisiana Planning Area and is another of the five overarching planning areas used by ELL for planning resource needs in Louisiana. SELPA includes the Amite South planning area, and Amite South further includes the planning area known as Downstream-of-Gypsy ("DSG"). As referenced, the four new CCCTs proposed in connection with the Project that would be located near the Customer's site (*i.e.*, Richland Parish Units 1, 2, 3, and 4) would be in the Central Planning Area. The remaining three units—Pointe Coupee Units 1, 2, and 3—would be located in SELPA, which is the blue-shaded region to the immediate southeast of the Central Planning Area in Figure 6.

[57] It warrants noting, however, that this Customer's load is so large, and its load factor is so high, that, even if Project Evest were proposed to be built in another part of ELL's electrical system, ELL would still need to build all seven CCCTs and Battery Storage Facilities to cover the Customer's capacity and energy requirements.

Q70. PLEASE SUMMARIZE ELL'S SERVICE IN SELPA AND THE MANNER IN WHICH SERVICE IS PROVIDED TO CUSTOMERS IN THAT AREA.

A. SELPA qualifies as a "load pocket," which is a region of high load concentration that is dependent on local generation capability within its borders to reliably serve load due to a limit on the ability to import power into the region. Because SELPA is a load pocket, the set of facilities and operational procedures necessary to maintain reliable service there are influenced largely by changes in the generation fleet, load levels and locations, and transmission topology in the region.

Q71. WHY ARE FOUR OF THE CCCTS BEING BUILT NEAR THE CUSTOMER'S SITE?

A. Generally speaking, there are benefits to siting generators in close proximity to significant loads, and that is certainly the case here, where a substantial amount of new load is being added to an area that has historically not experienced such demand, as described above. In addition, four of the CCCTs are being built near the Customer's site in order to reduce the net load demand on the system and mitigate the need for additional significant transmission upgrades. Mr. Kline discusses these issues and this analysis in greater detail in his Direct Testimony.

Q72. WHY ARE THE REMAINING THREE CCCTS BEING BUILT IN SELPA?

A. As mentioned above, SELPA is a load pocket, meaning it relies to a significant extent on imports to serve the load in the area, and its ability to import sufficient electricity is

constrained by a variety of factors. The remaining three CCCTs are being located in SELPA to garner the benefits from siting generators in load pockets, close to the areas in which ELL has significant load; to help with outage management; and to [redacted]. I explain further below how this siting strategy can lead to benefits to ELL's existing customers in the long term. In addition, Mr. Kline also discusses this siting strategy in greater detail in his Direct Testimony.

Q73. PLEASE EXPLAIN SOME OF THE ALTERNATIVE SUPPLY PLAN OPTIONS THAT WERE CONSIDERED OTHER THAN THE SUPPLY PLAN DISCUSSED ABOVE.

A. The Power Development organization prepared a technology assessment to evaluate various potential generation technologies, and the assessment evaluated various potential technologies that could be considered to serve the load associated with Project Evest. My team and I took the information supplied by Power Development and used it in our resource planning activities to evaluate combinations of specific resources and resource locations to serve the Project. As part of that step, we considered, and in some cases as appropriate progressed to more detailed analysis of, several different alternatives to the solution proposed in the Application, specifically (1) all new gas CCCTs, with minimal transmission and no renewable resources; (2) a 2x1 CCCT in

lieu of two 1x1 CCCTs; and (3) a transmission-only solution.[58] Each of these options was determined to be infeasible or inferior for one reason or another.

Q74. WHY WERE EACH OF THESE ALTERNATIVES FOUND TO BE INFEASIBLE OR INFERIOR?

A. First and foremost, the solution proposed for Project Evest, with its mix of generation and transmission facilities combined with the resources contemplated by the Sustainability Agreement, proved to be a cost-effective and reliable option for serving this Customer while ensuring ELL was able to meet both the Customer's timeline and the Company's and the Customer's sustainability objectives. The facilities proposed in this Application for serving Project Evest comprise the best solution ELL identified for providing service to the Customer, and the other alternatives were reasonably rejected for that reason alone.

Each of the potential alternatives also had other reasons for which they were infeasible or inferior. As to the first alternative, which contemplated no renewable resources at all, that option did not align with either ELL's or the Customer's sustainability objectives. It was important for both Evest and its affiliate, Laidley, in selecting ELL and the State of Louisiana as the site of those entities' respective projects that ELL could provide options for zero to near-zero carbon emission resources.

[58] As discussed above, and as was extensively discussed in LPSC Docket No. U-37425, the Company has evaluated supply options in light of the Company's general obligation to serve the Customer's anticipated load (assuming the Customer wants to be served and can pay for such service). Thus, while an alternative might exist that would in theory allow the Company to decline to serve the Customer's anticipated load, such an alternative might violate this general obligation to serve—and regardless would have led to the undesirable outcome of losing the transformative opportunity presented by the Project.

As to the decision against replacing pairs of 1x1 generators with single 2x1 generators, the primary reason for that decision was that a larger generator presented a greater risk for failure. As to the third, transmission-only option, that option was clearly infeasible and inferior. The size of the Customer's anticipated load requires new generation resources; as I explain above, there are not sufficient existing resources available to service a new [redacted] MW load, and thus a transmission-only solution was infeasible.

Q75. DID THE COMPANY CONSIDER ADDING RENEWABLE RESOURCES (INCLUDING HYBRID RESOURCES) TO THE SUPPLY PLAN?

A. Yes. However, as Company witness Nicholas W. Owens also explains in his Direct Testimony, renewable resources (including hybrid resources) are not a viable alternative to the Proposed Generators because of the Customer's around-the-clock load profile.

Q76. IS THE LIST OF ALTERNATIVES YOU PROVIDED EXHAUSTIVE?

A. No. The list I provided above includes broad categories of potential solutions and does not include incalculable iterations of potential supply plans that included various generation and capacity options and that were discussed over the course of several months. It would be impossible to recreate or reproduce all of those iterations and related discussions, but the ultimate conclusion was that, although multiple resource types could be combined to serve the anticipated load associated with the Project, the supply plan fashioned by the Company presented the best option in the Company's

judgment for serving that load on the Customer's timeline and while working to satisfy the Company's objectives of affordability, reliability, and sustainability.

Q77. WOULD IT BE ECONOMICAL FOR ELL TO ADDRESS ITS CAPACITY NEED FOR THE PROJECT THROUGH THE PURCHASE OF CAPACITY CREDITS IN THE MISO SEASONAL PRA RATHER THAN BY BUILDING NEW GENERATION?

A. No. As a preface to this response, it bears emphasizing that market conditions in MISO LRZ 9 are tightening, and there is a significant need for resource planning that reasonably accounts for long-term resource adequacy issues. The Commission has acknowledged this need: as referenced above, in the LPSC's General Order issued on July 16, 2024, in LPSC Docket No. R-36263, the Commission imposed a minimum capacity obligation while affirmatively stating the "purpose of the rule is for every utility to prudently plan to supply 100%" of its Applicable Planning Reserve Margin Requirement and noting "there are clear concerns regarding the future of resource adequacy" in Louisiana.[59] As set forth above, ELL shares the Commission's desire to ensure adequate resources exist to serve customers into the future, accounting for resource development lead times, load forecast uncertainty, and other factors.

To that end, while the MISO PRA provides an avenue to correct short-term imbalances, over-reliance on the short-term market in lieu of a long-term resource-

[59] *See* General Order (July 16, 2024), *In re: Consideration of Whether the Commission Should Adopt Minimum Physical Capacity Threshold Requirements for Load Serving Entities*, Docket No. R-36263, at pp. 4-5.

planning strategy is an imprudent and risky practice—especially at a time when market conditions are tightening. The MISO PRA is a one-year-ahead mechanism that is not designed to ensure that an adequate amount (or appropriate types) of resources will be available in the long term. As a result, relying on the MISO PRA involves significantly greater risk to ELL customers as compared to a long-term resource such as the Proposed Generators.

Unlike a long-term resource, purchasing capacity credits in the MISO PRA does not provide any additional capacity and provides no energy benefits or local area benefits. Rather, purchasing capacity credits through the PRA satisfies only the financial requirement of the MISO PRA construct. Long-term resource planning is essential to ensure reliable electric service at the lowest reasonable cost. Physical generation, like the Proposed Generators, is necessary to generate electricity that can be transported to customers for consumption. Therefore, even if ELL could be assured that sufficient capacity was available to meet ELL's current needs through the MISO PRA (which it cannot), this would still not address the local voltage issues or the anticipated load growth in the region. Consequently, reliance upon the MISO PRA to meet the needs of the region would place the reliability of service to all customers of ELL, cooperatives, and municipal systems in the region at risk, while also exposing all ELL customers to financial risk associated with tightening conditions in the MISO PRA, particularly in the MISO LRZ in which ELL is located (LRZ 9).

Further, these risks have been compounded recently because, as discussed in greater detail above in the response to Q58, significant tightening has been noted in LRZ 9 since MISO implemented the seasonal PRA. MISO's data show that the

capacity surplus LRZ 9 previously enjoyed has significantly decreased.[60] Indeed, significant tightening has been noted in LRZ 9 since MISO implemented the seasonal PRA—and the potential risks associated with inadequate capacity in LRZ 9 only continue to grow, especially given that, as set forth in the LPSC Staff's reports issued in connection with the MCO Docket, certain Louisiana Load Serving Entities are relying significantly on capacity outside LRZ 9 (and as far away as Michigan) to meet their load-serving needs.[61]

Finally, while the precise timing of market equilibrium is unknown, there is an expectation that market conditions in the MISO market will continue their trend of tightening in the coming years, which is expected to lead to higher capacity prices. Moreover, unlike reliance on the capacity auction, the construction of the resources needed to supply the Customer's anticipated load can be expected to result in other benefits for ELL's existing customers, including (for example) the fact that the Proposed Generators will provide customers with highly flexible resources that produce energy revenues to offset the cost of purchasing energy in the MISO day-ahead energy market and thereby protect customers from increasing energy prices in the market—a benefit that does not exist with capacity credits, which provide no such energy revenues.

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60 Staff has previously acknowledged, and expressed corresponding concerns regarding, the decrease noted by MISO I the capacity surplus in LRZ 9. *See* Staff's Final Report and Recommendation of Final Rule (May 6, 2024), *In re: Consideration of Whether the Commission Should Adopt Minimum Physical Capacity Threshold Requirements for Load Serving Entities*, Docket No. R-36263, at pp. 34-47.

61 *See* October 1, 2025, LPSC Staff MCO Compliance Report, LPSC Docket No. X-37566, at p. 11 (noting that approximately 14% of Concordia Electric Cooperative, Inc.'s total resources are located in Michigan); December 15, 2025, LPSC Staff Annual Report on Louisiana Resource Adequacy, LPSC Docket No. X-37566, at p. 15 ("For the 25/26 Planning Year, approximately 600 MW of Qualifying Capacity identified by jurisdictional LLSEs participating in MISO was located outside MISO LRZ 9.").

Q78. WHAT CAPACITY BENEFITS WILL BE RECOGNIZED AS A RESULT OF ADDING THE PROPOSED GENERATORS AND BATTERY STORAGE FACILITIES?

A. As relevant here, the Proposed Generators and Battery Storage Facilities, if approved, will be offered to MISO as system resources, meaning ELL will make the capacity from the CCCTs and storage facilities available in MISO's capacity markets. This has the dual benefit of (1) ensuring that the CCCTs and storage facilities are available to serve loads across MISO each day of the year (unless a unit is unavailable) and, in turn, that the CCCTs and storage facilities are dispatched only when they are the most cost-effective options at the time they are dispatched, and (2) rendering ELL eligible to receive capacity credits for the CCCTs and storage facilities, which will inure to the benefit of all of ELL's customers. During the term of the Customer's ESA, these benefits will come at little to no cost to ELL's other customers.

Q79. WHAT ENERGY BENEFITS WOULD THE PROPOSED GENERATION PROVIDE?

A. In the MISO markets, portfolio balance means, among other things, having resources capable of supplying energy into the day-ahead and real-time markets at roughly the same volumes and same times as is expected to be purchased from those markets to serve customers. A generator in MISO, then, provides energy benefits when MISO determines that the variable cost of running the unit is lower than other available units on the system. The Proposed Generators would be quick-start and fast-ramping

resources. In addition, the Proposed Generators would be available and quickly dispatchable by MISO to help ensure system reliability that increasingly will be impacted by the variability in intermittent renewable resources. Finally, as highly efficient resources, the Proposed Generators will provide cost-effective energy to all customers. Therefore, the Proposed Generators will provide energy benefits when they are the lowest variable cost available resources on the system.[62]

Q80. PLEASE EXPLAIN THE DIFFERENT SUPPLY ROLES FOR WHICH ELL NEEDS CAPACITY.

A. In conducting long-term resource planning, ELL analyzes its overall capacity needs as well as its need for capacity that serves specific supply roles, such as base load, core and seasonal load-following, and peaking and reserve. Having the right amount of capacity suitable to serve each of these supply roles enables the Company to most efficiently, cost-effectively, and reliably serve the time-varying level of customer loads it experiences.

Each supply resource has its own unique cost and performance characteristics that make it functionally and economically suited to serve certain supply roles. Base-load resources typically cost more to construct per MW of available capacity, but operate with relatively low variable cost, and, because the resource is expected to operate in most hours at high utilization levels, the total supply cost is often relatively low on a dollars per megawatt-hour ($/MWh) basis. Conversely, a peaking or reserve

[62] As discussed by Mr. Kline, the Proposed Generators will also provide important dynamic reactive power capability to the system.

unit is expected to operate at low utilization levels and higher variable costs but typically has a relatively lower capital cost per MW of available capacity and, therefore, is the most economical alternative when utilized in a peaking or reserve role. Load-following units generally have moderate capital cost and variable cost.

Peaking and reserve resources can be called upon to respond to peak usage events and grid emergencies. For example, a peaking and reserve resource may be called upon to fill in for an otherwise more economic resource that has tripped offline or is otherwise unavailable until that resource can be returned to service or other arrangements can be made.

Q81. HOW DO THE PROPOSED GENERATION AND CAPACITY RESOURCES HELP WITH THOSE SUPPLY ROLES?

A. As to the Proposed Generators, which are the generation resources that are at issue in this Application, the CCCTs are intended to operate as baseload units. That said, the new CCCTs will be a highly flexible resource capable of quickly providing incremental energy with the ability to cycle back down quickly if required. Such highly flexible resources serve an important role in supporting the integration of intermittent resources into the grid.[63] The new CCCTs complement ELL's recently approved solar resources (including most recently the Bogalusa West facility that was certified in accordance

[63] The U.S. Energy Information Administration ("EIA") has previously explained that a main advantage of reciprocating engines is their ability to provide incremental electricity quickly which, according to the EIA, "ha[s] become increasingly important in areas with high shares of renewable electric generation from wind and solar." *See* EIA, *Natural Gas-Fired Reciprocating Engines are Being Deployed more to Balance Renewables*, U.S. Energy Information Administration (February 19, 2019), *available at* https://www.eia.gov/todayinenergy/detail.php?id=37972.

with the provisions of the 3 GW Order issued in LPSC Docket No. U-36697) and will aid in the integration of other renewable resources, including those certified through the 3 GW Order and that may be procured in connection with the Sustainability Agreement.

As to the Battery Storage Facilities, those resources do not generate electricity, but they supply stored energy when and as needed, and they are thus expected to be deployed as peaking or reserve units. Like the flexibility afforded by CCCTs, the ability to discharge batteries on relatively short notice (depending on the charge of the batteries) is also important to integrating renewables into the grid.

Q82. HOW DOES THE PROPOSED GENERATION AFFECT THE IRP AND ELL'S RESOURCE-PLANNING NEEDS IN THE FUTURE?

A. The Proposed Generators and the Battery Storage Facilities are intended to serve as system resources, thus leading to reliability and capacity benefits for all of ELL's customers. To that end, ELL's network and native load requirements are increasing, and ELL's system resources correspondingly need to increase to continue providing safe, reliable service.

As always, though, it is important to remember that ELL's resource planning is a dynamic and often-changing exercise, and the Final 2023 IRP (like all IRPs, including the forthcoming IRP in 2027) offers a snapshot of ELL's resource-planning expectations as of the date the IRP is issued. ELL constantly monitors its load and resource plan and adjusts both to actual conditions.

Moreover, as I also discuss elsewhere in this Direct Testimony, the capacity from the new CCCTs and storage facilities is being constructed in anticipation of this Customer's specific load, but the Company has negotiated with the Customer for an option, in the event the Customer's ESA is terminated before the end of the ESA's Original Term, to retain certain of the Proposed Generators and Battery Storage Facilities for the Company's planning needs. This valuable contractual right grants the Company flexibility in the future (and if the ESA is terminated early) to select resources that have already been built and (at least partially) paid for in order to assist with ELL's capacity needs.

Q83. WILL ALL OF ELL'S CUSTOMERS RECEIVE BENEFITS FROM THE CAPACITY ATTRIBUTABLE TO THE PROPOSED GENERATORS AND BATTERY STORAGE FACILITIES AND ANY ENERGY MARGINS ATTRIBUTABLE TO THE RESOURCES?

A. Yes. The Proposed Generators and Battery Storage Facilities will receive capacity credits, and those credits will inure to the benefit of all of ELL's customers. Moreover, the Proposed Generators will be efficient, dispatchable generation that can operate as either baseload or load-following resources and that will provide high reliability and operational flexibility. Each of these characteristics entails benefits for all of ELL's customers, and the cost of achieving these benefits will be borne by the Customer during the term of the ESA.

VIII. ELL'S NEED FOR GENERATION IN THE FUTURE

Q84. PLEASE DESCRIBE THE PROCESS CONTEMPLATED BY THE ESA FOR ALLOCATING THE SEVEN PROPOSED GENERATORS IF THE ESA IS TERMINATED EARLY.

A. A detailed summary of the disposition of the Proposed Generators is depicted in HSPM/AEO Figure 1, above. As is most relevant here, in the event the ESA is terminated early, the Company retains the ability to select which, if any, of the seven Proposed Generators it wishes to keep for general supply purposes. [redacted]

Q85. HOW DOES THIS FLEXIBILITY IN CONNECTION WITH TERMINATION HELP WITH ELL'S RESOURCE PLANNING EFFORTS?

A. The ESA sets out an orderly process for disposition of the Proposed Generators in the event the ESA terminates early. The Company has negotiated with the Customer to ensure that (1) any generators for which ELL has no need in the event of an early termination are liquidated, and (2) the Company has the first choice over which, if any, of the generators should be retained. In securing this right under the ESA, the Company has ensured it has the ability to capture the benefits from any of the Proposed Generators that could be used to service its existing customers while also ensuring that

those customers do not have to bear the expense associated with any surplus generators for which ELL has not identified a then current or future need.

Q86. HOW WILL ELL'S CUSTOMERS BE PROTECTED WITH RESPECT TO COSTS FROM GENERATORS THAT ARE NOT SELECTED BY ELL FOR ITS BASE SUPPLY PLAN?

A. The payments owed by the Customer in the event the ESA is terminated early (and any surplus, in-service generators are liquidated) are described in detail in HSPM/AEO Table 5. Overarchingly, the most critical point is that there is a termination payment provision for each generator that is not a "Retained Generator" that ensures ELL is made whole through, *e.g.*, recovery of the net book value of the generator or decommissioning at the Customer's expense. The Company thus has the option of adding generators in the future to its supply plan, if needed, and its existing customers are protected from costs associated with any surplus.

IX. ESTIMATED COSTS OF CUSTOMER RESOURCES

Q87. WHAT ARE THE PROJECTED COSTS FOR CONSTRUCTION OF THE GENERATION AND CAPACITY RESOURCES NEEDED TO SERVE THE CUSTOMER'S PROJECT?

A. The projected costs for constructing the generation and capacity resources needed to serve the Project and that are the subject of requests by ELL for certification in this Application are set forth below in Table 9:

HSPM Table 9
Capacity Construction Estimates

• Generation/Capacity	• Estimated Cost (in $ Millions)
• Richland Parish 1&2 (2 1x1 CCCTs)	• $3,487
• Richland Parish 3&4 (2 1x1 CCCTs)	• $3,622
• Pointe Coupee 1, 2, and 3	• $5,802
• Self-build Storage (Bogalusa West and Cypress Harvest)	• $734
[redacted]	[redacted]
Total for Generation in Application	[redacted]

Mr. Grunden provides additional information concerning the Proposed Generators, while Company witness Robert J. Fluth provides additional information concerning the Battery Storage Facilities. In addition, these projects encompass various upgrades that ELL has identified as likely system upgrades that MISO will require for ELL to secure NRIS deliverability for each of the Proposed Generators and the Battery Storage Facilities. The final amounts for any upgrades needed to secure such NRIS deliverability will be provided by MISO in connection with its ERAS process,[64] and the costs for those upgrades will be captured in the Customer's MMCs through the true-up process discussed in greater detail by Company witness Ryan D. Jones in his Direct Testimony.

64 [redacted]

Q88. WHAT ARE THE PROJECTED COSTS FOR CONSTRUCTION OF THE TRANSMISSION-RELATED FACILITIES NEEDED TO SUPPORT SERVICE TO THE CUSTOMER'S PROJECT?

A. The projected costs for constructing the transmission-related facilities needed to serve the Project, and that are the subject of requests by ELL in this Application, are set forth below in Table 10:

HSPM/AEO Table 10
Transmission Construction Estimates

Transmission	Estimated Cost (in $ Millions)
Customer Interconnection[65]	[redacted]
Smalling-El Dorado 500kV	[redacted]
St. Landry 500kV Switching Station	$67
WFC – St. Landry 500kV Line	$1,395
Perryville, Sterlington and Point Pleasant Breaker	[redacted]
Total for Transmission	[redacted]

Mr. Kline discusses the transmission-related facilities needed to serve the Project in greater detail in his Direct Testimony.

Q89. HOW IS THE CUSTOMER CONTRIBUTING TO THESE COSTS?

A. As explained above, the Customer is contributing to the costs associated with serving its anticipated load in four ways. First, the Customer has already paid approximately [redacted] in connection with the Evest Long-Lead Agreements, which allowed the

65 This amount includes the estimated costs for WFC, the Customer-Funded Switching Stations, and the 20-30 miles of 230kV transmission lines that are included as a part of the CIAC-Funded Transmission Lines.

66 This includes the estimated cost for the Louisiana portion of this line. As referenced above, only a portion is subject to an agreement between the Customer and ELL; the remainder (the portion extending from the Arkansas state border to the El Dorado substation) is the subject of a separate agreement between EAL and the Customer.

Company to move forward with securing certain generation and transmission-related items and services. Second, the Customer is paying for WFC, the Customer-Funded Switching Stations, and the CIAC-Funded Transmission Lines, [redacted] through its CIAC Agreement with the Company. Third, the Company has designed the MMCs assessed to the Customer pursuant to Rate Schedule LLHLFPS-L in a manner such that the Customer will pay the full incremental cost to serve the Customer as well as additional costs during the term of the ESA—an amount which, notably, includes the full revenue requirement during the ESA of the St. Landry 500kV Switching Station and the WFC – St. Landry 500kV Transmission Line, both of which are System Improvements from which all of ELL's existing customers stand to benefit. Lastly, the Customer is also contributing to the Company's embedded cost to serve as well as to preexisting and future storm and resilience costs.

Q90. HOW WILL THE COMPANY RECOVER THE REMAINING COSTS OF THE PROPOSED GENERATION AND CAPACITY RESOURCES, THE ST. LANDRY 500KV SWITCHING STATION, AND THE WFC – ST. LANDRY 500KV TRANSMISSION LINE?

A. Company witness Ryan D. Jones discusses these issues more fully in his Direct Testimony, but generally, the Customer will pay for the majority of the cost of the resources needed to serve the Customer's anticipated load during the term of the Customer's ESA. As to the costs associated with those resources that exist at the time of early termination, I discuss the scenarios (and resulting payments) that arise from

early termination events in response to Q31. Mr. Datta provides a discussion of the options available to the Company in the event the ESA is not renewed after its Original Term.

As to the St. Landry 500kV Switching Station and the WFC – St. Landry 500kV Transmission Line, those two projects are System Improvements that, as mentioned, entail benefits generally to all of ELL's customers. The costs of those projects will accordingly be borne by all ELL customers and other users of the ELL transmission system, consistent with ELL's Terms and Conditions of service and line extension policies. [redacted].

X. FUEL SUPPLY AND ENVIRONMENTAL COMMITMENTS

Q91. TURNING TO THE SUPPLY PLAN FOR THE PROPOSED GENERATORS, WHAT FUEL DOES ELL CURRENTLY PLAN TO USE TO POWER THE SEVEN NEW CCCTS?

A. The Proposed Generators will be powered by natural gas for the foreseeable future.

Q92. WHAT ARE ELL'S PLANS TO PROCURE NATURAL GAS FOR THE PROPOSED GENERATORS?

A. ELL has an ample supply of natural gas and a diverse group of suppliers with which it works. ELL accordingly has a robust plan for supplying the natural gas needed for the Proposed Generators. Company witness Michael J. Goin has additional information concerning the fuel supply plan.

Q93. ARE THERE ANY ANTICIPATED COSTS WITH RESPECT TO THE PIPELINES DELIVERING NATURAL GAS TO THE PROPOSED GENERATORS, AND HOW WILL THOSE COSTS BE RECOVERED?

A. Yes, there will be costs with respect to the pipelines delivering natural gas to the Proposed Generators. Mr. Goin discusses the associated pipeline arrangements in his Direct Testimony. Further, Mr. Jones discusses recovery of the pipeline and other fuel-related costs in his Direct Testimony; generally speaking, however, the cost to access available pipelines will be recoverable through the Fuel Adjustment Clause.

Q94. YOU TESTIFIED EARLIER ABOUT BOTH ELL AND THE CUSTOMER'S SUSTAINABILITY OBJECTIVES AND THE SUSTAINABILITY AGREEMENT. HOW DOES THE SUSTAINABILITY AGREEMENT FIT INTO THIS FUEL SUPPLY PLAN?

A. The Sustainability Agreement, which is attached as Appendix G to Rider 1 to the ESA, is an agreement that seeks to support the sustainability goals of ELL and the Customer by arranging for the offset of a significant portion of the carbon emissions from the

Proposed Generators. Company witness Elizabeth C. Ingram describes the Sustainability Agreement more fully in her Direct Testimony, but, generally, the Sustainability Agreement addresses (1) the Customer's Designated Renewable Resource Subscription Amount (which contemplates procurement of up to 2,500 MW of renewable resources, including solar, onshore wind, and hybrid resources); (2) the Customer's Designated Low Carbon Resource Subscription Amount (which relates to the efforts being undertaken by both Customer and the Company to mitigate the carbon emissions from the resources needed to serve the Customer through low-carbon technologies, including CCS); (3) certain commitments by the Customer with respect to nuclear resources; and (4) certain commitments concerning ELL's energy efficiency programs and Entergy's The Power to Care program.

Q95. WAS A SUSTAINABILITY COMPONENT IMPORTANT FOR THE CUSTOMER TO CHOOSE TO DO BUSINESS IN LOUISIANA?

A. Yes. It was important for the Customer in selecting ELL and the State of Louisiana as the site of its Project that the Sustainability Agreement provided options for zero to near-zero carbon emission resources.

Q96. LET'S BRIEFLY DISCUSS EACH OF THE COMPONENTS OF THE SUSTAINABILITY AGREEMENT. FIRST, PLEASE DESCRIBE THE PLAN FOR PROCURING 2,500 MW OF ENERGY FROM RENEWABLE RESOURCES.

A. In her Direct Testimony, Ms. Ingram describes in detail the process proposed by ELL for procuring the 2,500 MW of renewable resources contemplated by the Sustainability

Agreement, but, from a high-level perspective, the Customer has agreed to subscribe pursuant to Option C of the Company's Rider Geaux Zero ("Rider GZ"), and ELL is asking in this proceeding to be able to allocate resources to the Customer's subscription that are procured through the streamlined procurement process described in the 3 GW Order or as is otherwise allowed by law.

Q97. WILL THE 2,500 MW CONTEMPLATED BY THE SUSTAINABILITY AGREEMENT REDUCE THE PORTION OF THE 3 GW PREVIOUSLY APPROVED IN DOCKET NO. U-36697 FOR ELL'S GREEN TARIFFS THAT IS AVAILABLE TO OTHER SUBSCRIBING CUSTOMERS?

A. No. As Ms. Ingram explains in greater detail, the Company is asking for confirmation that the Customer is a "New Customer" for purposes of Paragraph 19 of the 3 GW Order such that the Company can procure resources using the streamlined procurement process under the 3 GW Order to procure more than the 3 GW of renewable resources originally approved in LPSC Docket No. U-36697. Further, the Sustainability Agreement makes clear that any procurement of resources through the process allowed by the 3 GW Order is subject to the same restrictions imposed through the Order in LPSC Docket No. U-37425, including the restrictions on allocation to which ELL agreed as part of its settlement in that matter.

Q98. IS ELL ASKING FOR CERTIFICATION OF ANY RENEWABLE RESOURCES IN THIS APPLICATION?

A. No. ELL is seeking approval of certain components of the terms and conditions of the Sustainability Agreement and a finding that it is entitled to use the alternative, streamlined certification procedure set forth in the 3 GW Order for the 2,500 MW of new renewable resources contemplated by the Sustainability Agreement.

Q99. PLEASE EXPLAIN THE COMMITMENTS IN THE SUSTAINABILITY AGREEMENT WITH RESPECT TO CCS.

A. The commitments concerning CCS are set forth in Section D of the Sustainability Agreement, titled "Designated Low-Carbon Option Resources" and describes the agreement between ELL and the Customer for ELL to use commercially reasonable efforts to procure such resources that would help the Customer achieve its goal of mitigating its carbon emissions impact. Both the Company and the Customer agreed that the priority in working toward achieving Customer's mitigation goal is to identify viable CCS opportunities at generators being constructed to serve Customer's anticipated load, the anticipated load described in LPSC Docket No. U-37425, or both. In order to demonstrate the strength of the parties' commitment to developing CCS opportunities, the Sustainability Agreement also provides that Customer will fund all actual, direct costs, up to a maximum amount of [redacted], incurred by Company to perform in 2026 and/or 2027 a Front-End Engineering and Design Study that evaluates the potential for adding CCS at one of the generators approved to be constructed in

LPSC Docket No. U-37425. Ms. Ingram also discusses these commitments in her Direct Testimony.

Q100. IS ELL ASKING THE COMMISSION TO CERTIFY CCS IN THIS FILING?

A. No. Nothing the Company is asking the Commission to do or find in this proceeding would prejudge whether CCS should be certified or limit the Commission's ability to determine the merits of an ELL CCS project that may be presented for Commission approval in the future.

Q101. PLEASE DESCRIBE THE PARTIES' AGREEMENTS IN THE SUSTAINABILITY AGREEMENT WITH RESPECT TO NUCLEAR RESOURCES.

A. As Ms. Ingram also describes, the Sustainability Agreement includes three significant nuclear-related commitments from the Customer. First, and overarchingly, the Customer has agreed again to negotiate with Company in the event commercially feasible opportunities arise pursuant to which Customer's procurement of Alternative Energy Credits ("AECs") from Company's or its affiliates' rights in any nuclear generation facilities would help enable relicensing and continued operations of such facilities. Second, the Customer has also agreed to fund all actual, direct costs, up to a maximum amount of [redacted], incurred by Company to perform a preliminary Front-End Engineering and Design study (the "River Bend pre-FEED Study") for construction and operation of two new AP1000 nuclear generators at the Company's existing River Bend Station site (and to work collaboratively with Company after completion of the River Bend pre-FEED Study to evaluate options for advancing

nuclear construction to serve ELL's service area). Lastly, the Customer has agreed to fund, over an estimated period of approximately four to six years and up [redacted] certain upgrade efforts at Waterford 3 that are expected to allow for longer periods of time between refueling and are expected to result in approximately an additional 117,000 MWh/year during the term of the Customer's ESA.

Q102. DO THE NUCLEAR-RELATED PROVISIONS IN THE SUSTAINABILITY AGREEMENT COMPLEMENT OTHER NUCLEAR COMMITMENTS BY THE CUSTOMER AND ITS AFFILIATES?

A. Yes. First, as noted in the Sustainability Agreement, the Customer has made certain commitments with respect to uprates at Waterford 3 and RBS: as to Waterford 3, the Customer has agreed to pay for the costs of that uprate through its MMCs, and the Customer and the Company have agreed to evaluate whether to move forward with an uprate at RBS. Second, the Company has entered into a Memorandum of Understanding (the "Nuclear MOU") with Meta that recognizes the importance of nuclear generation as a crucial component of a low-carbon energy future and that accordingly commits to, among other things, evaluating the potential for deploying advanced nuclear technology across Louisiana. A copy of the Nuclear MOU is attached as HSPM/AEO Exhibit LKB-10.

Q103. PLEASE DESCRIBE THE COMMITMENTS IN THE SUSTAINABILITY AGREEMENT TO ENERGY EFFICIENCY AND TO ENTERGY'S THE POWER TO CARE PROGRAM.

A. Ms. Ingram discusses these commitments in greater detail in her Direct Testimony, but the Customer has agreed to contribute $7 million per year during the Original Term of the ESA to existing and/or new or expanded energy-efficiency programs, including the Company's current energy efficiency program, Entergy Solutions, for use in assisting low-income residential customers with bill assistance and with energy efficiency upgrades at their homes, as well as $3 million per year toward The Power to Care program, which provides assistance toward electricity bills for customers in need. Moreover, as to The Power to Care commitment, the Sustainability Agreement makes clear that the Customer's contribution is incremental to any amount paid by any of Customer's affiliates—*i.e.*, Laidley, which separately committed to an annual contribution to The Power to Care, as detailed in LPSC Docket No. U-37425—and that the Company will match the full amount of the Customer's contribution, thus resulting in a $120 million anticipated total contribution to The Power to Care during the Original Term of the ESA.

Q104. DO THE RESOURCES IN THE SUSTAINABILITY AGREEMENT ADVANCE THE STRATEGIES OUTLINED IN THE FINAL 2023 IRP?

A. Yes. As described in the action plan of the Final 2023 IRP, ELL plans to seek sizeable and frequent tranches of renewable resources in an attempt to respond to customer preferences, increase the diversity of ELL's generation portfolio, provide reliable

electric service to its customers at the lowest reasonable cost, and work towards the Company's sustainability goals. This proposed strategy—including the 2,500 MW of new renewable resources that will be offered by ELL into the MISO markets to supply customers (and the revenue requirement for which will be offset by the subscription fees paid by the Customer) as well as the incremental investment in the Company's energy efficiency programs—are expected to add capacity and energy to the grid to meet ELL's projected capacity and energy needs, part of which are driven by new customers and customers who are expanding their operations, thus ensuring ELL can support new economic development in the region.

Q105. WHAT ARE THE COMPANY'S EXPECTATIONS CONCERNING THE IMPACT OF THE SUSTAINABILITY AGREEMENT ON ELL'S EXISTING CUSTOMERS?

A. ELL expects that the impact will be substantial. In addition to the significant amount of renewable resources that the Company and Customer have agreed to work toward securing and the shared mission of making CCS a reality at the generators being constructed in response to Evest and Laidley's anticipated loads, the Sustainability Agreement includes several commitments that, if carried to their complete and logical end, could transform the lives of hundreds of thousands of Louisianans for years to come. As mentioned, the Customer has agreed to fund the River Bend pre-FEED Study, which could facilitate construction of two new AP1000s at RBS—a development that, if it results ultimately in constructing new reactors, could add a tremendous amount of new, reliable, zero-carbon, baseload generation that would serve ELL's customers for decades to come. Moreover, the Customer's sizeable

commitments to energy efficiency and The Power to Care promise to provide assistance to a large swath of ELL customers who are most in need, especially when amplified by the Company's separate commitment to match the Customer's contribution to The Power to Care (and, even more, the separate commitments made by Laidley and the Company as part of LPSC Docket No. U-37425). The Sustainability Agreement thus embodies both a commitment by the Company and the Customer to a cleaner, low-carbon future and a vision of enhancing affordability across ELL's service area.

XI. THE COMMISSION'S LARGE LOAD ADDITIONS NON-BINDING GUIDELINES

Q106. PLEASE DESCRIBE THE COMMISSION'S LARGE LOAD GUIDELINES.

A. During the LPSC's February 2026 B&E Session, the Commission issued a directive to its Staff to issue non-binding guidelines related to large load customers. Staff for the Commission subsequently issued a document titled Large Load Additions Non-Binding Guidelines, which includes twelve categories of issues that represent known areas of concern for the Commission. As the Guidelines make clear, although they are non-binding, the failure to adequately address the concerns highlighted in the Guidelines presents a risk that the Commission may refuse to certify needed resources.

The twelve categories included in the Guidelines to be addressed are (1) Need, Scope, and Load Characteristics, (2) Resource Adequacy and Capacity, (3) Transmission and Interconnection, (4) Stranded Asset and Exit Risk, (5) Rate Design and Cost Recovery, (6) Operational Control and Curtailment, (7) Ancillary Services and Power Quality, (8) Fuel Supply and Infrastructure Risk, (9) Load Ramp

Management, (10) Market and Planning Impacts, (11) Environmental and Local Impacts, and (12) Ongoing Oversight.

Q107. BEGINNING WITH THE FIRST CATEGORY, WHAT ISSUES HAS THE COMMISSION HIGHLIGHTED THAT SHOULD BE ADDRESSED WITH RESPECT TO NEED, SCOPE, AND LOAD CHARACTERISTICS, AND HOW DOES THE COMPANY'S APPLICATION ADDRESS THOSE ISSUES?

A. Per the Guidelines, the proposed load addition needs to be clearly defined as to maximum demand (MW), annual energy consumption (MWh), load factor and operating profile, coincident peak contribution, and expected ramp schedule. The load profile also needs to be evaluated under peak and off-peak conditions, seasonal extremes, and abnormal system stress scenarios.

My testimony provides information concerning the maximum demand, annual energy consumption, load factor and operating profile, coincident peak contribution, and expected ramp schedule. Company witnesses Samrat Datta and Daniel Kline each address the evaluation of the Customer's anticipated load profile under a variety of situations, including peak and off-peak conditions, seasonal extremes, and abnormal system stress scenarios. Further, Mr. Datta and Mr. Owens further discuss the Company's proposed supply plan in light of the Customer's operational profile.

Q108. AS TO THE SECOND CATEGORY, WHAT ISSUES SHOULD BE ADDRESSED WITH RESPECT TO RESOURCE ADEQUACY AND CAPACITY, AND HOW DOES ELL'S APPLICATION ADDRESS THOSE ISSUES?

A. Pursuant to the Guidelines, ELL must provide sufficient firm, deliverable capacity that exists or will be constructed to serve the load without impairing system reliability. ELL must also demonstrate that (1) capacity accreditation reflects actual availability during system peak, (2) deliverability constraints have been evaluated, and (3) capacity resources are aligned temporally and geographically with the load.

My testimony describes the Company's supply plan, including the plans for serving the Customer during its ramp period as well as the fact that the Company has ensured there is sufficient capacity coverage for the Customer's demand when evaluated against both the MISO resource adequacy construct (*i.e.*, coincident peak contribution plus the PRMR) and the Customer's maximum demand on a standalone basis (*i.e.*, the maximum demand of [redacted] MW, plus a reserve margin). HSPM/AEO Figure 3 and HSPM/AEO Exhibit LKB-9 in particular provide helpful insight on these issues. I further describe the temporal and geographic considerations associated with the supply plan, including by describing the reasons for which four CCCTs are being constructed in Richland Parish and the remaining three are being built in Point Coupee Parish. As to deliverability constraints, Mr. Kline addresses those issues in his Direct Testimony.

Q109. WHAT ISSUES ARE TO BE ADDRESSED WITH RESPECT TO TRANSMISSION AND INTERCONNECTION, AND HOW HAS THE COMPANY ADDRESSED THOSE ISSUES?

A. The Guidelines require that ELL identify all required transmission upgrades that need to be constructed or have their planned construction accelerated due to the new load. ELL must also demonstrate that (1) network and interconnection costs caused by the load are fully assigned to the load, (2) no material transmission costs are shifted to existing customers that they otherwise might not bear or for which they do not receive commensurate benefits, and (3) upgrade timelines are consistent with the load ramp. Lastly, ELL must demonstrate that queue priority and interconnection treatment are consistent with tariff requirements and do not disadvantage existing customers.

Mr. Kline discusses the transmission upgrades needed to serve the Project in his Direct Testimony. As to the allocation of costs for the different transmission-related resources, both I and Mr. Kline discuss the transmission-related projects and the manner in which each of the projects is being funded. Mr. Kline and I (as well as Company witness Ryan D. Jones) further describe the reasons for which the St. Landry 500kV Switching Station and the WCF – St. Landry 500kV Transmission Line should be found to be System Improvements, and both I and Mr. Jones further describe that the costs of those two System Improvements are nevertheless expected to be offset during the term of the ESA with revenues received from the Customer. As to upgrade timelines, both I and Mr. Kline demonstrate that the upgrade timelines are consistent with the Customer's load ramp. Lastly, Mr. Kline establishes that queue priority and

interconnection treatment are consistent with tariff requirements and do not disadvantage existing customers.

Q110. WHAT ISSUES SHOULD BE ADDRESSED WITH RESPECT TO STRANDED ASSET AND EXIT RISK, AND HOW DOES ELL ADDRESS THOSE?

A. ELL must demonstrate that reasonable protections exist against stranded generation, transmission, and fuel infrastructure, and further must demonstrate that (1) contract terms align with asset lives, (2) excess generation at the end of the contract can be economically used by remaining load, or (3) adequate financial security (including corporate guarantees) is in place to prevent the Company's customers from paying for unneeded generation. This category of issues in the Guidelines also calls for a discussion of partial load reductions.

As I explain throughout my testimony (including, for example, in HSPM/AEO Figure 1 and AEO/HSPM Table 5), the Company has negotiated detailed provisions governing the disposition of the Proposed Generators and other assets in the event the ESA terminates before the end of the Original Term, and those provisions include reasonable protections against stranded generation and other infrastructure. Mr. Datta also discusses potential options with respect to the Proposed Generators in the event the Customer does not renew the ESA after its Original Term. Moreover, Company witness Thomas Kidd explains various considerations with respect to cost recovery, cash flow, and liquidity risks and protections under a number of scenarios, including with respect to termination by the Customer.

As to partial load reductions, to the extent there are concerns as to whether the Customer will continue to bear its allocated costs despite a partial load reduction, Mr. Jones discusses the anticipated financial impacts from the Customer's MMCs, including that revenue received from the Customer is expected to more than offset the incremental revenue requirement of the infrastructure needed to serve the Customer's load during the term of the ESA. To emphasize, those minimum bills reflect the baseline revenues that are expected to be received from Evest; thus, the expectation is that revenues from Evest will offset the referenced incremental revenue requirement regardless of the Customer's actual usage. Lastly, as to financial security, Company witness Kenroy Hinkson discusses the security required from the Customer.

Q111. PLEASE EXPLAIN THE ISSUES ASSOCIATED WITH RATE DESIGN AND COST RECOVERY AND THE MANNER IN WHICH ELL ADDRESSES THOSE.

A. The Guidelines provide that ELL must demonstrate that rates and other financial terms applicable to the load (1) recover the full incremental revenue requirement of all generation and transmission and ancillary assets needed to serve the load, (2) avoid cross-subsidization by existing customers, and (3) ensure that other customers will not be impacted from an early termination. Mr. Jones and Mr. Kidd each discuss the first issue in their respective testimony. Mr. Jones also discusses the second issue. My testimony—including in particular the discussion concerning early termination rights and the associated disposition of assets as well as the information summarized in HSPM/AEO Figure 1 and HSPM/AEO Table 5—addresses the third issue.

Q112. PLEASE DESCRIBE THE ISSUES ASSOCIATED WITH OPERATIONAL CONTROL AND CURTAILMENT AND THE MANNER IN WHICH ELL'S APPLICATION ADDRESSES THOSE ISSUES.

A. The Guidelines require that ELL retain sufficient operational control to maintain system reliability, including a right of curtailment if judged necessary to meet this requirement. ELL must also demonstrate that (1) curtailment rights, to the extent there are any, are contractually enforceable, (2) priority of service during emergencies is clearly defined, and (3) compensation for curtailment, if any, is pre-approved and transparent.

As set forth above, and as also explained in the Direct Testimony of Mr. Datta, [redacted] are helpfully illustrated in HSPM/AEO Figure 4. [redacted] Further, as I explained above, the Customer has agreed to take service pursuant to the Company's standard Terms and Conditions, which include provisions governing curtailability under certain circumstances. In addition, the ESA provides in Article V that the Customer is subject to the energy curtailment programs that are applicable to other customers on Rate Schedule LLHLFPS-L. Because the Terms and Conditions have been appended to, and made a part of, the ESA with the Customer, and because curtailment is also expressly addressed in the ESA, the Company understands that these provisions are enforceable.

Q113. WITH RESPECT TO THE SEVENTH CATEGORY OF ISSUES IN THE GUIDELINES, WHAT MUST ELL ADDRESS CONCERNING ANCILLARY SERVICES AND POWER QUALITY, AND HOW HAS ELL ADDRESSED THOSE ISSUES IN THE APPLICATION?

A. ELL must demonstrate that the Project's load's impacts on frequency regulation, voltage support, and power quality have been identified and mitigated at the load's expense. Mr. Kline addresses these issues in his Direct Testimony.

Q114. AS TO FUEL SUPPLY AND INFRASTRUCTURE RISK, WHAT ISSUES SHOULD BE ADDRESSED, AND HOW DOES ELL ADDRESS THEM?

A. Per the Guidelines, ELL must demonstrate that fuel supply arrangements supporting new generation are adequate under peak and contingency conditions and that fuel deliverability risks are not shifted to other customers. ELL must also address any incremental costs related to fuel deliverability such as pipeline upgrades, firm transport, or storage. I provide a brief overview of the Company's fuel supply plan above; Mr. Goin addresses these issues in greater detail in his Direct Testimony.

Q115. WHAT MUST THE COMPANY DEMONSTRATE WITH RESPECT TO LOAD RAMP MANAGEMENT?

A. ELL must demonstrate that the load ramp schedule is coordinated with resource and transmission availability, includes enforceable milestones, and prevents interim reliability degradation. I describe the supply plan for the Customer's ramp schedule below, including in particular in HSPM/AEO Figure 4 and HSPM/AEO Exhibit

LKB-9. In addition, Company witness Troy R. Heytens discusses the Company's plan for executing on construction of the resources needed to serve the Project, including applicable milestones. Moreover, Mr. Fluth describes considerations with respect to constructing the Battery Storage Facilities, while Mr. Grunden describes similar considerations with respect to the Proposed Generators.

Q116. AS TO THE TENTH CATEGORY, WHAT MUST ELL SHOW WITH RESPECT TO MARKET AND PLANNING IMPACTS?

A. ELL must show that it has evaluated the load's impact on resource adequacy obligations, capacity markets (if applicable), long-term system planning, and impacts on energy markets and Fuel Adjustment Clause pricing. My testimony discusses several of these issues. In addition, Mr. Datta explains in greater detail the Company's projections with respect to the impact of the Customer's load on energy and capacity market conditions. Mr. Goin discusses the impact of the Customer's load on fuel market conditions.

Q117. THE FINAL TWO CATEGORIES ARE ENVIRONMENTAL AND LOCAL IMPACTS AND ONGOING OVERSIGHT. PLEASE EXPLAIN WHAT ELL MUST SHOW FOR THOSE CATEGORIES AND HOW THEY ARE ADDRESSED IN THE APPLICATION.

A. With respect to environmental and local impacts, ELL must demonstrate that environmental and local system impacts associated with ELL serving the load have been identified, and to the extent mitigation is required, a mitigation plan is developed

and that compliance costs are appropriately assigned. Company witness Jeremy Halland discusses various anticipated environmental and local impacts from serving the Customer's load, while Mr. Kline discusses various reliability considerations in his Direct Testimony. Mr. Grunden and Mr. Fluth each also address the cost estimates for the Proposed Generators and the Battery Storage Facilities.

As to ongoing oversight, the Company must propose ongoing reporting requirements that include (1) contract compliance/milestone status, (2) actual load versus forecast, (3) resource and transmission status, and (4) cost recovery performance. Mr. Heytens discusses the Company's proposed Monitoring Plan in his Direct Testimony.

XII. CONCLUSION

Q118. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, at this time.

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

NOW BEFORE ME, the undersigned authority, personally came and appeared, **LAURA K. BEAUCHAMP**, who after being duly sworn by me, did depose and say:

That the above and foregoing is her sworn testimony in this proceeding and that she knows the contents thereof, that the same are true as stated, except as to matters and things, if any, stated on information and belief, and that as to those matters and things, she verily believes them to be true.

Laura K. Beauchamp

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 24th DAY OF MARCH, 2026

NOTARY PUBLIC

My commission expires: At Death

MICHAEL DODSON
NOTARY PUBLIC
STATE OF LOUISIANA
COMMISSIONED FOR LIFE
NOTARY ID NO. 151127
ORLEANS PARISH, LA

Listing of Previous Testimony Filed by Laura K. Beauchamp

DATE	TYPE	SUBJECT MATTER	REGULATORY BODY	DOCKET NO.
06/03/2011	Settlement	Little Gypsy Securitization	LPSC	U-31894
07/07/2011	Direct	Carville-Calpine 2011 PPA	LPSC	U-32031
09/16/2011	Settlement	EGSL Fuel Adjustment Clause (1995-2004)	LPSC	U-27103
12/21/2011	Rebuttal	Carville-Calpine 2011 PPA	LPSC	U-32031
01/26/2012	Settlement	Retail Effects of FERC Opinion Nos. 468 and 468-A and Related Orders	LPSC	U-31099
03/02/2012	Settlement	Carville-Calpine 2011 PPA	LPSC	U-32031
02/15/2013	Direct	EGSL Base Rate Case	LPSC	U-32707
02/15/2013	Direct	ELL Base Rate Case	LPSC	U-32708
03/28/2013	Direct	ELL-Algiers 2013 Rate Case	CCNO	UD-13-01
09/27/2013	Settlement	MISO Implementation	LPSC	U-32675
02/18/2014	Rebuttal	ELL-Algiers 2013 Rate Case	CCNO	UD-13-01
03/22/2019	Adopting	ENOL 2018 Rate Case	CCNO	UD-18-07
06/06/2022	Adopting	ELL Solar Portfolio and Green Tariff	LPSC	U-36190
02/28/2023	Direct	ELL Solar CCN Application	LPSC	U-36685
03/13/2023	Direct	ELL 3,000 MW Solar Application	LPSC	U-36697
08/30/2023	Direct	ELL Regulatory Blueprint	LPSC	U-36959
12/18/2023	Direct	ELL 2023 Solar Application	LPSC	U-37071
01/31/2024	Affadivit	ELL Notice of Exemption – Audubon Substation	LPSC	S-37113
03/05/2024	Direct	ELL Bayou Power Station	LPSC	U-37131
03/22/2024	Direct	ELL West Bank 230kV Transmission Project	LPSC	U-37143
05/01/2024	Direct	SERI Power Uprate	FERC	EL21-56-002
10/30/2024	Direct	ELL Generation & Transmission Resources in North LA	LPSC	U-37425
12/23/2024	Direct	ELL West Bank 500kV Transmission Project	LPSC	U-37467
02/07/2025	Supplemental Direct	ELL Generation & Transmission Resources in North LA	LPSC	U-37425

02/26/2025	Direct	ELL East Bank Geismar 230 kV Transmission Project	LPSC	U-37527
04/21/2025	Direct	ELL Adams Creek – Robert 230 kV Transmission Project	LPSC	U-37563
05/30/2025	Rebuttal	ELL Generation & Transmission Resources in North LA	LPSC	U-37425
05/30/2025	Direct	ELL Demand Response Offerings	LPSC	U-37595
06/27/2025	Rebuttal	ELL West Bank 500kV Transmission Project	LPSC	U-37467
07/11/2025	Direct	Waterford 3 Nuclear Station Uprate	LPSC	U-37677
09/23/2025	Direct	ELL DAP Application	LPSC	U-37735
12/01/2025	Rebuttal	ELL Adams Creek – Robert 230 kV Transmission Project	LPSC	U-37527
12/02/2025	Direct	ELL Cottonwood Acquisition	LPSC	U-37801

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)** **)** **)** **)** **)** **)**	**DOCKET NO. U-_____**

EXHIBIT LKB-2

HIGHLY SENSITIVE PROTECTED MATERIALS
AND ATTORNEYS' EYES ONLY
FILED UNDER SEAL

INTENTIONALLY OMITTED

MARCH 2026

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)**	**DOCKET NO. U-_____**

EXHIBIT LKB-3

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MARCH 2026

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IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)** **)** **)** **)** **)** **)**	**DOCKET NO. U-_____**

EXHIBIT LKB-4

HIGHLY SENSITIVE PROTECTED MATERIALS
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FILED UNDER SEAL

INTENTIONALLY OMITTED

MARCH 2026

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)** **)** **)** **)** **)** **)**	**DOCKET NO. U-_____**

EXHIBIT LKB-5

HIGHLY SENSITIVE PROTECTED MATERIALS
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INTENTIONALLY OMITTED

MARCH 2026

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)**	**DOCKET NO. U-_____**

EXHIBIT LKB-6

HIGHLY SENSITIVE PROTECTED MATERIALS
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MARCH 2026

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)** **)** **)** **)** **)** **)**	**DOCKET NO. U-_____**

EXHIBIT LKB-7

HIGHLY SENSITIVE PROTECTED MATERIALS
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INTENTIONALLY OMITTED

MARCH 2026

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)**	**DOCKET NO. U-_____**

EXHIBIT LKB-8

HIGHLY SENSITIVE PROTECTED MATERIALS
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MARCH 2026

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IN RE: **APPLICATION OF ENTERGY LOUISIANA, LLC FOR CERTIFICATION OF GENERATION AND TRANSMISSION RESOURCES AND FOR OTHER RELIEF PURSUANT TO THE COMMISSION'S *LIGHTNING INITIATIVE***	**)**	**DOCKET NO. U-_____**

EXHIBIT LKB-9

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EXHIBIT LKB-10

HIGHLY SENSITIVE PROTECTED MATERIALS
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INTENTIONALLY OMITTED

MARCH 2026