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BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

DOCKET NO. U-37425

LA PUBLIC SERVICE COMM
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ENTERGY LOUISIANA, LLC,
EX PARTE

In re: Application for approval of generation and transmission resources in connection with service to a single customer for a project in North Louisiana.

PRE-HEARING BRIEF OF THE STAFF OF THE LOUISIANA PUBLIC SERVICE COMMISSION

I. INTRODUCTION

This Pre-Hearing Brief is respectfully submitted on behalf of the Staff ("Staff" or "Commission Staff") of the Louisiana Public Service Commission ("Commission" or "LPSC") pursuant to the governing procedural schedule. Entergy Louisiana, LLC ("ELL" or the "Company") submitted an Application for Approval of Generation and Transmission Resources Proposed in Connection with Service to a Significant Customer Project in North Louisiana, Including Proposed Rider, and Request for Timely Treatment (the "Application"). The Application seeks approval of generation and transmission resources to serve a substantial new load proposed for new customer Laidley, LLC, a subsidiary of Meta Platforms, Inc. (jointly "Meta" or the "Customer"), which is seeking to locate a hyperscale data center in Richland Parish, Louisiana (the "Project").

In total, ELL's Application includes twenty-two (22) prayers for relief, including, among others:[1] a finding that the construction of the Planned Generators in in the public interest and recoverable in ELL's rates; a finding that the Project should be exempt from the formal request for proposal requirement of the Commission's Market Based Mechanisms Order; a finding that, to the extent necessary, the Commission certify the construction of certain proposed transmission projects and authorize recovery as proposed by ELL; approval of ELL's proposed ratemaking treatment for certain revenue received from the Customer; approval of a process for procuring renewable generation for the Customer; approval of a monitoring plan to track the Customer's and ELL's construction activity and financial transactions; and confirmation of compliance with other Commission Orders and procedural matters. ELL further requests that the Commission render a decision regarding the requested relief no later than the Commission's October 2025 Business & Executive Session in order to meet the in-service dates specified by the Customer.

While ELL makes a multitude of requests in its application, its primary request is to certify three new natural-gas fired Combined Cycle Combustion Turbine ("CCCT") generating units, each with a nameplate capacity of 754 MWs, and the Mt. Olive-to-Sarepta 500 kV Transmission Line and Facilities (the "Mt. Olive to Sarepta Line")

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1 *See* Application at 25-31 for ELL's full list of prayers for relief.

pursuant to the 1983 General Order[2] and the Transmission Certification and Siting order,[3] respectively. Both orders require a finding that projects serve the "public convenience and necessity," and are therefore in the public interest, to certify them.

As justification for these projects, ELL presents an Electric Service Agreement ("ESA") between ELL and Meta, along with several supporting agreements, including Riders 1 and 2 to the ESA, a Corporate Sustainability Rider ("CSR"), a Continuing Contribution in Aid of Construction ("CIAC") Agreement, a Long Lead-CIAC Transmission Agreement, and a Long Lead-CIAC Capacity Improvement Agreement (collectively, the "Related Agreements"). Under the ESA and the Related Agreements, the Customer is obligated to provide [redacted], and certain minimum payments, that will offset a substantial portion of the capital investment necessary to serve the Customer, if the Customer takes service under the ESA at projected levels through 2056. When other contributions that Meta will make to the Entergy system under the ESA and Related Agreements are factored in, [redacted]. The primary risk associated with the proposed projects is that Meta cancels its ESA, fails to renew it, or does

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2 LPSC General Order (Sept. 20, 1983) (*In re: In the Matter of the Expansion of Utility Power Plant; Proposed Certification of New Plant by the LPSC),* as amended by General Order (Corrected), Docket No. R-30517 (May 27, 2009) (*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).*

3 LPSC General Order, Docket No. R-36199 (Sept. 10, 2024) (*In re: Review and Possible Modification of the Commission's General Order dated October 10, 2013, Governing Transmission Certification and General Siting).*

not consume power at the projected levels, which would shift more of the costs of the resources to other ELL customers.

Importantly, ELL has not asked the Commission to approve the ESA and Related Agreements even though they are used as justification for the requested resources, and, in fact, has repeatedly asserted that the ESA and Related Agreements were the result of extensive bi-lateral negotiations and are not subject to change in response to any recommendations made by the Staff or other parties to this proceeding.[4] ELL has urged that the Commission has not traditionally exercised any jurisdiction to approve or modify electric service agreements with customers, nor has the Commission participated in ELL's negotiations with customers over the terms of service. [5] ELL argues that this situation should be no different, even though the magnitude of the potential investment is much larger than any certification proceeding that has come before.

A. <u>Staff Position Overview</u>

Although ELL and other regulated utilities have filed many certification applications in the past, they have never sought a certification of this magnitude of

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4 *See, e.g.*, Rebuttal Testimony of Ryan D. Jones at 30 ("While I do not believe that Mr. Sisung is recommending a change to the Customer Agreements with respect to the true-up process, it bears repeating that the Company is not considering changes to the provisions of the Customer Agreements recommended by the Parties."); Rebuttal testimony of Ryan D. Jones at 7 ("[C]hanges to the terms of the negotiated agreement between Laidley and ELL are not at issue in this docket and thus recommendations from Parties to change the terms of those agreements are not being considered.); Rebuttal Testimony of Laura K. Beauchamp at 7 ("[T]he Company declines to consider suggested revisions to the Customer agreements.").

5 *See, e.g.*, Beauchamp Rebuttal at 7 ("[T]he ESA and related documents are the result of extensive commercial negotiations between two independent parties.").

investment specifically to serve one customer. The total investment at issue for certification here is approximately $5 billion. This case presents issues of first impression: where significant incremental resources are necessary to serve massive new customer load, what involvement should the Commission have in underlying contractual agreements with the customer, what financial contribution and level of commitment is expected of the customer and how should the risks to other ratepayers be mitigated?

In testimony, the Staff attempted to balance the potential economic opportunity presented by the proposed resources with the potential risks posed if the project does not proceed as planned. The Staff carefully crafted its recommendations to impose conditions on the certifications to mitigate risk and to protect ratepayers, while keeping the terms of the underlying deal negotiated by ELL and Meta intact. Those conditions, which are presented and discussed in Staff witness Lane Sisung's testimony, would, among other things (1) recognize and emphasize ELL's obligation to prudently manage the ESA and all of the Related Agreements; (2) establish various reporting and notification requirements on ELL; (3) impose ratemaking mechanisms to balance risk; (4) ask for greater certainty and clarity on the credit support and parent guarantee agreements; (5) impose monitoring and mitigation for any reliability issues caused by the Project, and finally, (6) seek indemnification from Entergy for a few select uncovered risks that the Staff identified.[6]

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[6] Sisung Direct at 130-33; Sisung Cross-Answering at 4-7; RLS-027.

B. The Stipulated Term Sheet

After extensive negotiations with Entergy, the Staff has reached a Stipulated Term Sheet with Entergy that adequately and reasonably addresses the conditions recommended by Mr. Sisung. The Stipulated Term Sheet is attached as Exhibit A. The Settlement Term Sheet appropriately balances the economic opportunity presented by the Project with ratepayer risk mitigation. Further, while the Stipulated Term Sheet does not require indemnification from Entergy as originally sought by the Staff, it recognizes and retains the Commission's jurisdiction to review the ESA and the Related Agreements, including any and all terms of those agreements, and to assess ELL's prudence regarding those agreements when and if the Commission determines such review is warranted in the future. This prudence review would be in addition to the prudence review that is already set to occur after construction of the resources are completed and the resources enter service. At that time, the Commission will review the actual resource costs to determine if ELL's management and decision-making regarding construction was prudent and any costs that result from imprudent decision-making will be subject to disallowance. If the requested resources are certified, then ELL will be entitled to the opportunity to recover the prudently-incurred costs of construction of the resources. That prudence review, however, does not replace, waive, diminish or interfere with the Commission's jurisdiction to determine the prudence of the ESA and the Related Agreements, including Entergy's implementation and decision-making with respect to the ESA and the Related Agreements and any future amendments to those agreements.

The Staff and Entergy entered the Stipulated Term Sheet and provided it to Intervenors only yesterday. Because this proceeding is on an expedited track to accommodate Meta's urgent need for electric service and speed to market, there is no opportunity to allow Intervenors more time to vet the agreement before the currently scheduled hearing. The Staff suggests that the parties should be permitted to ask appropriate non-privileged questions regarding the Stipulated Term Sheet at the hearing. To the extent there are any procedural issues to discuss with respect to the upcoming hearing, Staff suggests it may be appropriate to discuss those at the conclusion of the oral argument scheduled on July 7, 2025.

II. COMMISSION JURISDICTION

The Commission's authority and jurisdiction are specifically set forth in the Louisiana Constitution. As its jurisdiction and power derive directly from the people, the Commission has plenary authority over the rates charged and services rendered by all LPSC-jurisdictional utilities. Article IV, Section 21 of the Louisiana Constitution of 1974 provides in pertinent part:

> The commission shall regulate all common carriers and public utilities and have such other regulatory authority as provided by law. It shall adopt and enforce reasonable rules, regulations and procedures necessary for the discharge of its duties, and perform other duties as provided by law.

Further, Louisiana Revised Statute section 45:1163(A)(1) provides that the Commission shall exercise all necessary power and authority over any electric light, heat, power, or other local public utility "for the purpose of fixing and regulation the rates charged or to be charged by and service furnished by such public utilities." Louisiana

Revised Statute section 45:1176 provides that the Commission shall investigate the reasonableness and justness of all contracts entered into by public utilities, and shall have the power to disallow any expense under such contracts as the Commission may find to be unjust or unreasonable.

III. CONTESTED ISSUES

The Staff has entered the attached Stipulated Term Sheet with Entergy regarding all issues raised in Entergy's Application. Thus, there are no contested issues remaining as between Staff and Entergy. The Staff anticipates that much, if not all, of the cross examination it had intended will not be necessary, and thus, there will be fewer required hearing days. The Staff has not yet had the opportunity to discuss the hearing schedule with the parties, but will do so at the earliest opportunity and will ensure that any changes to the anticipated hearing days are promptly reported to the presiding judge.

IV. CONCLUSION

ELL's Application seeks approval of generation and transmission resources in an expedited manner and at a magnitude that has not previously been seen for one customer. The Project proposed in the Application presents an opportunity for potential economic benefits to the State of Louisiana and its ratepayers. The Stipulated Term Sheet entered into by the Staff and Entergy would facilitate that economic opportunity while safeguarding against undue economic risk on Louisiana's ratepayers and citizens.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that copies of the above and foregoing Pre-Hearing Brief on behalf of the Staff of the Louisiana Public Service Commission, have been served upon all counsel of record this 3rd day of July, 2025.

Dana M. Shelton

Exhibit A

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

APPLICATION FOR APPROVAL OF GENERATION AND TRANSMISSION RESOURCES IN CONNECTION WITH SERVICE TO A SINGLE CUSTOMER IN NORTH LOUISIANA	)))))	**DOCKET NO. U-37425**

FINAL STIPULATED SETTLEMENT TERM SHEET

This Stipulate Settlement Term Sheet ("Stipulated Settlement") is entered into by and among Entergy Louisiana, LLC ("ELL" or the "Company") and Louisiana Public Service Commission Staff (the "LPSC Staff"), which if approved by the Louisiana Public Service Commission (the "LPSC" or "Commission"), would resolve all issues related to the Application in this docket by and between ELL and the LPSC Staff (collectively, the "Parties"). The Parties assert that the Stipulated Settlement presented and agreed to herein is reasonable in light of the record, consistent with the law, and in the public interest. Accordingly, Parties agree to resolve the above-captioned matter according to the following terms, which shall be presented to the Commission for consideration, and the Parties will request that the Commission issue an Order adopting the following terms:

I. Commission Certifications and Other Findings

A. Planned Generators

1. ELL has complied with the requirements of the Industrial Load Rule included as Rule 3 in General Order No. R-34860 dated July 29, 2019.

2. Subject to the Customer Protection Conditions in Section IV, and the post-construction prudence reviews conducted pursuant to Section I(A)(10), the Company's construction of the three new combined cycle combustion turbine ("CCCT") generators described in the Company's Application, testimony, and exhibits[1] (the "Planned Generators") serves the public convenience and necessity and is in the public interest, and is therefore prudent, in accordance with the Commission's General Order dated September 20, 1983 ("1983 General Order").[2] Nothing in this settlement or in the Commission's certification of these resources is intended to be or should be construed as approval of the ESA and the Related Agreements or any of the terms contained therein.

3. The Planned Generators are to be treated as system resources for all ELL customers.

4. ELL has established good cause for and is hereby granted an exemption from the Commission's Market-Based Mechanisms General Order (the "MBM Order").[3] for the Planned Generators based upon the specific facts and circumstances presented in this case. In particular, ELL is granted an exemption from the formal Request for Proposal ("RFP") process and the stated prohibition against alternative market-based

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1 Two of the CCCT generators will be constructed in Richland Parish. The third CCCT generator will be constructed in Killona, Louisiana.

2 The 1983 General Order, as amended by General Order (May 27, 2009), *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*, Docket No. R-30517.

3 *See* General Order (February 16, 2004), *In re: Development of Market-Based Mechanisms to Evaluate Proposals to Construct or Acquire Generating Capacity to Meeting Native Load, Supplements the September 20, 1983 General Order*, Docket No. R-26172 Subdocket A,, as amended by General Order, Docket No. R-26172 Subdocket B, dated November 3, 2006 and further amended by the April 26, 2007 General Order and the amendments approved by the Commission at its October 15, 2008 Business and Executive Meeting; the October 29, 2008 General Order No. R-26172, Subdocket C; and the October 14, 2024 General Order No. R-34247.

mechanisms being "limited to self-build or utility-owned resources," as well as any other requirements of the MBM Order that are not met based on the facts in the record of this proceeding.

5. The retail revenue requirement associated with the Planned Generators (to be determined at the time each is proposed to be included in rates and subject to change in a prudence review of their actual costs) is deemed eligible for recovery in the first billing cycle of the month following commercial operation of each of the Planned Generators through the applicable mechanisms of the Company's then-effective Formula Rate Plan ("FRP"), to the extent the Company remains subject to an FRP at the time the referenced facilities are placed in service, or in the alternative, through the creation of a regulatory asset, with interest to be accrued thereon at the Company's weighted average cost of capital, until such time that the costs can be reflected in rates through a future base rate proceeding for the following costs: (i) the non-fuel revenue requirement (*i.e.*, costs that are not eligible to be recovered through the Fuel Adjustment Clause ("FAC")) associated with each of the Planned Generators until such time as the costs of each Planned Generator are reflected in the Company's retail rates; (ii) the costs to hire and train each Planned Generators' plant staff in advance of each of the Planned Generators' in-service dates; and (iii) carrying charges on the deferred balances at the Company's weighted average cost of capital, commencing on the dates of commercial operation for each of the Planned Generators and continuing until such time as such costs for each of the Planned Generators are first reflected in the Company's retail rates.

6. The revenue requirement for each of the Planned Generators shall not be determined for ratemaking purposes until it is proposed to be included in rates or as otherwise prescribed by the then-effective FRP and shall be subject to future change pursuant to a prudence review of the actual costs of the resources.

7. The variable expenses incurred under the Long Term Service Agreements applicable to the Planned Generators are eligible to be recovered through the FAC.

8. ELL has a continuing obligation to prudently manage the construction of the Planned Generators.

9. The Company shall provide quarterly updates to Commission Staff on the status of the construction of the Planned Generators, including the schedule, costs, and other critical associated activities through a Monitoring Report in the form of Attachment 1. The first Monitoring Report shall be due nine months following the entry of an Order approving this settlement. Notwithstanding the reporting obligations in this paragraph, ELL shall notify the Commission immediately when it is conclusively determined that total project or contract costs will exceed that stated in the application or the completion date for commercial operation is extended.

10. After the actual construction costs of the Planned Generators (either individually or collectively) are known, those costs, and ELL's management of the construction of the Planned Generators, shall be subject to a Commission prudence review and ELL shall submit its prudence review compliance filing to the Commission. ELL shall be entitled to a reasonable opportunity to recover the prudently incurred cost of constructing the Planned Generators.

11. ELL acknowledges that this Settlement Agreement does not address or determine any issue with respect to any purchased capacity required to serve the Customer's load and that ELL shall acquire such purchased capacity pursuant to approval of the Commission, if applicable.

B. Transmission Facilities

1. The Sterlington 500 kV Substation Equipment and the Customer-Paid Substations[4] do not require certification pursuant to the General Order R-36199 dated September 10, 2024 (the "Transmission Siting Order"),[5] as they do not fall within the definition of "Transmission Facilities" and further fall within the exemption in Section VIII(a) and (h) of the Transmission Siting Order.

2. The Interim Transmission Facilities[6] and the Point-of-Delivery Transmission Facilities[7] are exempt from certification pursuant to Section VIII(f) and (h) of the Transmission Siting Order.

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[4] The Sterlington 500 kV Substation Equipment refers to the planned upgrading of station equipment at the Sterlington 500kV substation to a minimum of 3,000 amps. Customer-Paid Substations collectively refers to three separate projects, the Smalling Substation, Car Gas Road 500 kV Substation, and the Customer Substations 1-6. The Smalling Substation is a substation to be constructed adjacent to the Baxter-Wilson to Perryville 500 kV line. The substation will contain 500/230 kV autotransformers to reduce the voltage to a level at which the Customer will take service. The Baxter-Wilson to Perryville line will be cut in to the station. The Car Gas Road 500 kV Substation is a new 500 kV switchyard will be constructed approximately one mile away from the Perryville substation to receive transmission lines from the Smalling substation and the connections to Perryville. Customer Substations 1-6 are 6 Customer funded substations to be built on its property.

[5] *See* General Order 09-10-2024 (R-36199) (September 10, 2024), *In re: Review and Possible Modification of the Commission's General Order dated October 10, 2013 Governing Transmission Certification and General Siting,* Docket No. R-36199.

[6] The Interim Transmission Facilities refers to the transmission facilities needed to provide the Customer with construction and commissioning power.

[7] The Point of Delivery Transmission Facilities refers to the Car Gas Road to Smalling Substation 500 kV Lines 2 and 3, consisting of two thirty-mile 500 kV transmission lines will be installed from the Customer substations

3. Subject to the Customer Protection Conditions in Section IV, the Sarepta-to-Mount-Olive Transmission Facilities[8] are in the public interest and in the interests of affected customers, and are therefore prudent, in accordance with the Transmission Siting Order. The generalized siting of the facilities is appropriate as contemplated by the Transmission Siting Order.

4. The retail revenue requirements associated with the Sterlington 500 kV Substation Equipment and the Mount-Olive-to Sarepta Transmission Facilities (to be determined at the time each is proposed to be included in rates and subject to change pursuant to a prudence review) are deemed eligible for recovery by the Company through the applicable mechanisms of the FRP to the extent the Company remains subject to an FRP at the time the referenced facilities are placed in service, or in the alternative, through the creation and authorization of a regulatory asset, with interest to be accrued thereon at the Company's weighted average cost of capital, until such time that the costs can be reflected in rates through a future base rate proceeding.

5. The revenue requirements, respectively, for the Sterlington 500 kV Substation Equipment and the Mount-Olive-to-Sarepta Transmission Facilities, shall not be determined for ratemaking purposes until each is proposed to be included in rates, or

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to the Car Gas Road 500 kV switching station, and Smalling Substation to Customer Substations 1-6 230 kV Transmission Line, consisting of eight 230 kV lines to the Customer's six substations located at Franklin Farms.

[8] The Sarepta-to-Mount-Olive Transmission Facilities consist of a new sixty-mile Mount Olive to Sarepta 500 kV transmission line from the existing Mount Olive 500 kV substation to the existing Sarepta 345/115 kV switching station. Both substations will require upgrades, most notably a new 500/345 kV 1,200 MVA autotransformer at Sarepta.

as otherwise prescribed by the then-effective FRP, and shall be subject to future change pursuant to a prudence review

6. ELL has a continuing obligation to prudently manage the construction of the Mount-Olive-to-Sarepta Transmission Facilities.

7. The Company shall provide quarterly updates to Commission Staff on the status of the construction of the Mount-Olive-to-Sarepta Transmission Facilities, including the schedule, costs, and other critical associated activities through a Monitoring Report in the form of Attachment 1. The first Monitoring Report shall be due nine months following the entry of an Order approving this settlement. Notwithstanding the reporting obligations in this paragraph, ELL shall notify the Commission immediately when it is conclusively determined that total project or contract costs will exceed that stated in the application or the completion date for commercial operation is extended.

8. After the actual construction costs of the Sarepta-to-Mount-Olive Transmission Facilities are known, those costs, and ELL's management of the construction of the Sarepta-to-Mount-Olive Transmission Facilities, shall be subject to a Commission prudence review and ELL shall submit its prudence review compliance filing to the Commission. ELL shall be entitled to a reasonable opportunity to recover the prudently incurred cost of constructing the Mount-Olive-to-Sarepta Transmission Facilities.

II. CSR and Access to Renewable Resources

A. Access to Renewable Resources

1. ELL may solicit, procure and designate to Customer 1,500 MW of solar and/or hybrid resources ("Initial Renewable Subscription Amount") contemplated by the Corporate Sustainability Rider ("CSR"), included as Exhibit ECI-2 to the Direct Testimony of Company witness, Elizabeth C. Ingram, through an alternative procurement as detailed therein, including use of the expedited certification process approved in the Commission's 3GW Order,[9] and set forth below:

Applicable procurement process	Applicable LPSC certification process
3 GW RFP **(as defined in 3 GW Order)[10]**	• Expedited certification (as defined in 3 GW Order) for projects below the Breakeven Parameters • Standard certification process (as defined in 1983 General Order) for projects above the Breakeven Parameters
Unsolicited Offers[11] and/or Other Applicable Commission Orders	• Standard certification process (as defined in 1983 General Order) for projects above the Breakeven Parameters

2. ELL must comply with all requirements of the 3GW Order and Rider GZ, as modified in accordance with Section II(A)(4) herein, or as otherwise may be modified by the Commission.

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9 LPSC Order No. U-36697

10 Including any future Commission-approved amendments to the 3 GW Order.

11 *See* General Order (October 28, 2008), *LPSC, ex parte. Consideration of Procedures whereby Jurisdictional Electric Utilities Must Provide the Commission Staff with Notice of Unsolicited Offers, as well as their Response to, and Analysis of, Unsolicited Offers, Docket No. R-30703.*

3. The Initial Renewable Subscription Amount in the CSR is a Geaux ZERO Group 3 Subscription in accordance with Rider GZ, as modified in accordance with Section II(A)(4) herein.

4. Within thirty (30) days of the Commission's adoption of an order accepting the settlement set forth in this Term Sheet, ELL shall submit a tariff filing pursuant to Section 501(C) of the Tariff Filings General Order (Order No. R-34738) to modify Rider GZ, attached hereto as Attachment 2. The parties agree that the proposed Rider GZ is in the public interest, complies with applicable Commission Orders, including the Tariff Filings General Order (Order No. R-34738), and, upon ELL's filing with the Commission as per this Paragraph II.A.4, should be approved for implementation subject to conditions set forth in the Term Sheet.

5. Within six months of the entry of an Order approving this Settlement Agreement, ELL will make a filing to modify its expedited procurement process to include additional clean resource types, including onshore wind, and other associated changes, including modifications to the Breakeven Parameters. Such filing may include further modifications to Rider GZ, if applicable. This Settlement Agreement does not provide any action with respect to this filing, other than ELL's commitment to make the filing, and all parties reserve all rights to review, support or oppose this filing.

6. For purposes of allocating renewable resources to ELL's various green tariff offerings, the parties agree to the following:

    a. ELL will continue to comply with the 3 GW Order such that approximately 50% of new solar resources procured in each Procurement Window will supply

Rider GGO and Rider GGL (as set forth in Paragraph 12j of the 3 GW Order) and the remaining 50% to Rider GZ, but once 1,000 MW of resources have been added to Rider GGO and/or Rider GGL in accordance with Paragraphs 4 and 5 (of the 3 GW Order) the remaining resources from the 3 GW Solar Portfolio shall be allocated to Rider GZ, except as provided for in Paragraph 6 (of the 3 GW Order).

b. The Rider GZ allocation from Procurement Windows 1 through 4 will be allocated first to the Geaux ZERO Group 1 Subscriptions (until such commitments as of December 31, 2023 have been fulfilled, unless such Group 1 subscribers subsequently reduce or rescind their subscription), second to Geaux ZERO Group 2 Subscriptions (until the full 1,050 MW allocation to Group 2 Subscriptions has been met), and third to Geaux ZERO Group 3 Subscriptions, except as provided for in Sections II.A.4.c. and II.A.4.d. below.

c. To the extent ELL has viable proposals for renewable resources that do not meet the Breakeven Parameters of the original 3 GW Order but that are located in MISO Local Resource Zone ("LRZ") 9 (the LRZ that encompasses the portion of the MISO region within Louisiana and Texas) , ELL has the right to propose to utilize such resources to fulfill the Initial Renewable Subscription Amount without regard to the allocation priority set forth above. Any such resource proposed to be utilized to fulfill the Initial Renewable Subscription Amount may only be certified through the standard certification process (as defined in the 1983 General Order), absent modification of the 3GW order to allow the accelerated certification process for such resources.

d. In the event that the Company conducts an open season enrollment process for Geaux ZERO Group 2 Subscriptions and a portion of portfolio of resources are unsubscribed after the open season process, ELL has the right to utilize such unsubscribed resources to fulfill the Initial Renewable Subscription Amount.

B. <u>CSR</u>

1. ELL acknowledges that this Settlement Agreement does not address or approve any other resource acquisition types contemplated by the CSR, including, but not limited to, the following:

    a. The acquisition, certification, or ratemaking treatment associated with Designated Wind Resources;

    b. The acquisition, certification, or ratemaking treatment associated with Low Carbon Option Resources;

    c. The acquisition, certification, or ratemaking treatment associated with clean resource types other than solar; and

    d. The certification of any particular resource for the Initial Renewal Subscription Amount.

III. Ratemaking Treatments

A. The LPSC accepts the requested accounting treatment of the Customer's contributions made pursuant to the CIAC Agreement to (1) offset the full amount of transmission capital additions for the Interim Transmission Facilities, the Customer-Paid Substations, Point-of-delivery Transmission Facilities, and the Smalling to Car Gas 500 kV Transmission Line Project such that upon completion of each relevant project that the FERC Account 101 Plant in Service balances associated with each project is zero, and (2) account for the other contributions with respect to the amounts received from the Customer through the Contribution in Aid of Construction Agreement, such that the costs for which contributions have been received will not appear in the respective Account 101 Plant in Service balance and not be collected from other customers.

B. The Company will implement the Deferral Proposal Framework attached to this Stipulation as Attachment 3 to establish the Parameters for the in-service rate adjustments for the Planned Generators and the Sarepta-to-Mount-Olive Transmission Facilities and the deferral and amortization of Customer revenues into rates.

C. The Company shall have a reasonable opportunity to request Commission approval for dollar-for-dollar recovery of any revenue deficiencies to its midpoint allowed rate of return on rate base that arise from the deferred revenue balances becoming fully depleted in the future.

IV. Customer Protection Conditions

A. The LPSC Staff and ELL acknowledge the following:

1. ELL filed an Electric Service Agreement ("ESA") entered into with the Customer, along with other agreements, including Rider 1 to the ESA, Contribution in Aid of Construction ("CIAC") agreements, Parental Guaranty agreements, and other agreements (collectively, the "Related Agreements"), to provide required justification for certification for the Planned Generators and the Sarepta-to-Mount-Olive Transmission Facilities, as described herein and in ELL's Application.

2. ELL did not seek approval of the ESA and Related Agreements, and the Staff explicitly is not expressing approval or recommending that the Commission approve the ESA and the Related Agreements. The Parties reserve all rights afforded by applicable law and the Commission retains fully its authority consistent with applicable law, regarding prudence as it relates to the ESA and Related Agreements, including but not limited to ELL's management of the ESA and the Related Agreements and any ELL decision to amend or to cancel any or all of those agreements or any provision of any or all of those agreements. However, the reservations regarding the ESA and Related Agreement shall in no way limit or undermine the provisions in Section I.A.2 and I.B.3 regarding the prudence of the construction of the Planned Generators and the Mount-Olive-to-Sarepta Transmission Facilities or the ability to recover the prudently incurred costs associated with construction.

B. ELL agrees to prudently manage the Related Agreements with the Customer, specifically including the following:

1. ELL will prudently manage the CIAC Agreement, including the management of the CIAC project expenditures and expenditures associated with the Planned Generators in advance of the effective date of the ESA with the Customer;

2. ELL will prudently implement the true up of Minimum Monthly Charges for the Customer; and

3. ELL will ensure that all Parent Guaranty agreements are obtained and fully executed timely and prudently enforce its rights with respect to the Parent Guaranty

agreements and other collateral security, including but not limited to the Credit Insurance.

C. In the event the Customer terminates its ESA, ELL agrees to the following conditions:

1. ELL will prudently seek to maximize the value of any excess capacity that may result from the termination; and

2. In the event of early termination, following receipt of the Early Termination Fee, ELL will make a filing with the Commission for approval of the manner in which ELL proposes to utilize the Early Termination Fee.

D. Furthermore, ELL agrees to the following conditions:

1. During the Original Term of the ESA, ELL shall ascertain and provide the Commission with Customer's renewal status prior to any filing pursuant to the MBM Order or the Capacity Certification Order seeking the addition of any resource, the need for which is dependent on the continuation of the Customer load beyond the Original Term of the ESA. ELL shall not solely rely upon the Customer's renewal or non-renewal of the ESA after the Original Term as support for any future request for an exemption from the MBM Order.

2. ELL will provide to Commission Staff and its delegates annual reporting of Customer usage, demand and billing. All such information shall remain confidential and shall not be made available to any other party.

3. In the event of a Dispute, as defined by Rider 1, whether amicably resolved or not, ELL will provide notice of such Dispute to the Commission by letter to the

Executive Secretary, with a copy to Staff counsel, outside counsel, and outside consultant in this matter, within 30 days of the Dispute resolution or the failure to resolve the Dispute.

4. ELL will inform the Commission of any material modifications to or cancellation of the ESA or Related Agreements by letter to the Executive Secretary, with a copy to Staff counsel, outside counsel, and outside consultant in this matter, within 30 days of any such modification or amendment.

V. Transmission Reliability and Power Quality

A. ELL will conduct appropriate analyses regarding the interplay between the Customer's Project and ELL's transmission system. To the extent material upgrades are required to the transmission system solely as a result of the Customer's Project, the costs of those upgrades shall not be included in the rates of customers other than the Customer.

B. ELL will install power quality monitoring equipment on the substation serving the Customer's Project. In the event the monitoring indicates any substantial power quality concerns, including the potential of torsional stress or violations of IEEE 2800, then, as would occur with any customer for whom such issues are detected, such issues will be investigated. To the extent material upgrades are required to resolve any noted substantial power quality issues solely as a result of the Customer's Project, then, consistent with what would occur for any customer who causes substantial power quality issues, the costs of those upgrades shall not be included in the rates of customers other than the Customer.

C. Starting on the last day of the calendar quarter of the one-year anniversary following installation of the power monitoring equipment, ELL will file annual reports in this docket which disclose any material power quality issues that are observed and any resulting remediation efforts. The Company's obligation to file such annual report shall expire once three (3) consecutive years of full facility operation have occurred with no material power quality issues.

D. Within ninety (90) days of an Order approving this settlement, ELL will file with the Commission, the results of a study of the effect of losing the computing resources portion of the Customer's load and a plan for addressing any resulting transmission violations.

VI. Monitoring Plan

A. As detailed in Sections I.A.9 and I.B.7, the Company shall provide quarterly updates to Commission Staff on the status of the construction of certain approved resources, including the schedule, costs, and other critical associated activities through a Monitoring Report in the form of Attachment 1. The first Monitoring Report shall be due nine months following the entry of an Order approving this settlement.

VII. Miscellaneous Provisions

A. Other than in a proceeding to approve, implement, administer or enforce this Stipulation, the Stipulation shall not be admissible in evidence against either the Staff, ELL, Intervenors, or any Entergy Operating Company, and the terms of this Stipulation may not be used either as an admission of any sort or as evidence other than a proceeding in which its terms are placed at issue and in any proceeding to approve or enforce the terms of this Stipulation. All oral or written statements made during the course of the settlement negotiations are governed by Louisiana Code of Evidence Article 408.

SIGNATURE PAGE FOLLOWS

This Stipulated Settlement entered into this **2nd** day of **July, 2025**.

Accepted by		Accepted by	
Entergy Louisiana, LLC		**Louisiana Public Service Commission Staff**	
By:		By:	Dana M. Shelton
Printed:	D. Skylar Rosenbloom	Printed:	Dana M. Shelton
Title:	Counsel for ELL	Title:	Outside Counsel for the LPSC Staff
Date:	July 2, 2025	Date:	July 2, 2025

Monitoring Procedures and Reports
Related to the North Louisiana Laidley/Meta Projects

1. Monitoring Procedures and Reports

The Company shall submit quarterly progress reports concerning the Planned Generators[1], the Mount Olive-to-Sarepta Transmission Facilities,[2] and the substation equipment upgrades at the Sterlington substation[3] (collectively, the "ELL Generation and Transmission Projects") to the Staff and all intervenors in this docket by May 15, 2026, August 15, 2026, November 15, 2027, and February 15, 2027, and by those dates of each subsequent year. Even if the contents of the reports contain information that is identified as confidential, they shall contain a non-confidential summary. Any quarterly report containing information that is designated confidential or proprietary by ELL or its Customer, vendors, consultants, or contractors may be submitted on a confidential basis to the Staff and to appropriate reviewing representatives of intervenors that have executed a confidentiality agreement in this docket, and a public redacted version of such report shall be filed in the docket and served upon all parties. If requested by Staff, the Company, or intervenors, a conference call or in-person meeting will be scheduled to request clarifications and discuss issues related to the quarterly progress reports. The Staff will use its best efforts to acknowledge receipt of the report, in writing, and provide any questions regarding the report within 30 days of the submission of the quarterly monitoring report. The Company also shall provide to the Staff additional informal reports within 10 days of any significant developments impacting the progress of the projects occurring between the required formal quarterly reports. The Company will arrange for the Staff to undertake site visits at least quarterly, or as otherwise requested by the Staff.

[1] The phrase "Planned Generators" is defined as the three Combined Cycle Combustion Turbine ("CCCT") generators being built in connection with the referenced North Louisiana Customer Projects.

[2] The phrase "Mount Olive-to-Sarepta Transmission Facilities" is defined to mean the 500 kV line from the Mount Olive Substation to the Sarepta Substation and the new autotransformer to be constructed at the Mount Olive Substation.

[3] The Mount Olive-to-Sarepta Transmission Facilities and the substation equipment upgrades at the Sterlington substation shall collectively be referred to as the "Transmission System Improvement Projects."

2. *Quarterly Report Elements*

The quarterly progress monitoring reports shall include the following information:

Summary of Status of ELL Generation and Transmission Projects Schedule

An overview of major items accomplished (such as construction or procurement activities) with respect to the ELL Generation and Transmission Projects:

1. Description of any changes to planned activities (or milestones) that have implications for project schedule or task sequencing;
2. Overall project schedule status including changes to the projected project timeline and estimated completion dates, including a completion percentages (broken down by engineering, procurement, and construction) compared to previous estimates, and updated substantial completion estimated date; and,
3. A Project Gantt Chart, or equivalent, showing updated project milestones.

The information in this section shall be sufficiently detailed to understand the relationship between the current schedule and the original schedule, including any changes to major project milestones.

ELL Generation and Transmission Projects Budget Status

Each report shall provide a table that identifies: (a) the original cost estimate; (b) expenditures to date; (c) estimated future spending; (d) cost estimate revisions (due to change orders or other reasons); and (e) any budget variance. These data will be broken down as: (a) EPC payments; (b) Other vendors/expenses; (c) Entergy labor; (d) Indirect costs; (e) Allowance for Funds Used During Construction ("AFUDC"); (f) project contingency; (g) tax changes impacting project costs; (h) contingencies; (i) transmission interconnection to switchyard; and, (j) other costs (including change orders identifying the reasons) for the change and the resulting cost implications, project financing issues, credit rating reports and changes for the Customer and its parent, and presentations to credit rating agencies for the Customer and its parent).

Business Issues

This section shall provide for the identification of other business issues pertinent to the ELL Generation and Transmission Projects. It shall include, but not be limited to, material business disputes with contractors, force majeure issues, labor problems or disputes, supply chain issues, and any issues or problems associated with local government, permitting, or the local community. This report shall also include (1) any important amendments to the EPC contracts and the status of Customer's performance of its obligations under its agreements with the Company; (2) identification and information regarding any litigation or threatened litigation related to the project; (3) any legislation (federal, state or local) that may affect the completion schedule or costs of the project; (4) any disputes with the Customer that trigger the dispute resolution procedures specified in Section 21 of Rider 1 to the Electric Service Agreement; (5) a narrative description of any business relationship issues/concerns with the Customer or its parent that are pertinent to the ELL Generation and Transmission Projects; and (6) documentation of whether the requisite Parent Guaranties or other security collateral have been supplied in final executed form, whether the amounts secured by those Guaranties are equal to the Company's expenditures in furtherance of the ELL Generation and Transmission Projects, and, if the amounts secured are not equal to the Company's expenditures, an explanation of why they are not.

Transmission

The Company shall provide an update of the status of construction, costs, estimated completion timelines, permitting issues; ROW acquisition issues, testing requirements and status of any other issues affecting the timely completion and costs of the Transmission System Improvement Projects.

Safety

The Company shall provide, in each progress report, tables reporting the recordable incident rate ("IR") and lost workday injury and illness rate ("LWDII") information for the project or similar information relating to work-related safety statistics. This will be provided by month and cumulatively for the entire construction period for the Company, the EPC contractor(s), and other project contractors and subcontractors.

Environmental Compliance

The progress report shall identify any environmental permitting or compliance issues that arise and that could affect the ELL Generation and Transmission Projects. Environmental issues discussed in this section shall include any permit modifications or new requirements. In addition, the Company shall report on new environmental laws or regulations that have been adopted or officially proposed in the Federal Register and the costs of the associated environmental compliance that have the potential to affect the ELL Generation and Transmission Projects.

Additional Matters

In addition to the information described above, the quarterly report shall include an Executive Summary highlighting progress on the ELL Generation and Transmission Projects, significant changes to the project plan and other notable developments. To the extent not provided elsewhere, the Company shall include the following information in its report:

(1) updates on the Company's forecasted cost of natural gas;

(2) material changes in the cost to complete the ELL Generation and Transmission Projects;

(3) material changes to routing or scope of work, impacts on landowners, changes in the voltage of the lines, and/or changes in the types of poles or towers to be used or the type of equipment used in substations;

(4) material incremental changes in the cost of environmental compliance; and,

(5) an affirmation as to whether continuing construction of the ELL Generation and Transmission Projects remains in the public interest.

3. *Project Completion Report*

Within 120 days after the completion of the in-service date of the Transmission System Improvement Projects, ELL shall file a report with the Commission showing the date of completion of the Transmission System Improvement Projects, and the total time to construct the Transmission System Improvement Projects. The report shall include a detailed statement of the actual costs to each participant to complete the Transmission System Improvement Projects, including the cost of AFUDC, cost of land acquisition/rights of way, and the estimated rate effects. For purposes of this report, "actual costs" refers to the costs estimated by the utility and relied upon by the Commission in the certification docket to site and complete the Transmission System Improvement Projects.

ENTERGY LOUISIANA, LLC
ELECTRIC SERVICE
SCHEDULE GZ
Revision #~~0~~1

Effective Date: ~~6/14/2024~~TBD
Supersedes: LPSC Order U-36697~~None~~
Authority: LPSC Order ~~U-36697~~TBD

GEAUX ZERO RIDER

I. AVAILABILITY

This Zero-Emission Resource Option rider, Geaux ZERO ("GZ" or "Rider GZ") is available to new and existing industrial Customers of Entergy Louisiana, LLC ("ELL" or the "Company") to provide Customers with an opportunity to voluntarily subscribe to renewable energy resource(s).

Rider GZ is available to new and existing industrial Customers of the Company that elect to participate in this option, have signed an electric service agreement ("ESA") with the Company to take metered electric service, request to subscribe to more than 100 MW of GZ Capacity under this Rider GZ, and are in good standing with the Company. Service to industrial Customers under this Rider GZ must be the subject of an ESA with the Company or an amendment to same.

Availability to eligible Customers is in accordance with the procedures in Attachment A, provided that the Company has sole discretion to determine whether a Customer is eligible for Rider GZ and to enter definitive agreements for Designated Renewable Resources that will supply Rider GZ.

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

II. APPLICABILITY

This GZ schedule is applicable to Customers that take service or have signed ESAs to take service under one of the following industrial rate schedules: EECS-L, EEIS-G, EIS-G, LIPS-L, LPS-G, LPS-TOD-G, HLFS-G, HLFS-TOD-G, LPHLF-G, and LLHLFPS-L. The minimum requested subscription amount is 100 MW and the amount of Customer's subscription is subject to the Company's sole discretion and approval. The renewable energy associated with the GZ Capacity kW and any subscriptions under Riders GGO, GGL, GPO, LVGPO and/or any future renewable option shall not exceed 100 percent of the GZ Customer account's projected annual billed kWh usage associated with service from ELL during the subscription period.

For industrial Customers that have multiple accounts, the subscription of GZ Capacity assigned to each account shall be included in the ESA or amendment to same, as applicable.

III. MONTHLY CHARGE

A. In addition to the monthly billing amount under applicable rate and rider schedules, Customer's bill will include an additional amount based on the applicable option below: Option A, ~~or~~ Option B, or Option C. The adjustment shall be equal to:

Option A (also referred to as the Renewable Energy Credit (REC) Option)

1. GZ Energy x GZ REC Charge, as defined in Section VII and Customer's GZ Contract

Option B (also referred to as the Volumetric Price Option)

1. GZ Energy x GZ Energy Charge, as defined in Section VII and Customer's GZ Contract
   Less

2. GZ Energy x MISO Market Settlement Rate
   Less
3. Customer's Ratio x MISO Capacity kW x Capacity Credit Rate, as defined in Section VII and Customer's GZ Contract

Option C (also referred to as the Annual Volumetric Price Option; Option C is only available to customers subject to a non-disclosure agreement with Company that is both in effect and limits disclosure of Option C pricing)

1. GZ Energy x GZ Annual Energy Charge, as defined in Section VII
   Less
2. GZ Energy x MISO Market Settlement Rate
   Less
3. ~~1.~~ Customer's Ratio x MISO Capacity kW x Capacity Credit Rate, as defined in Section VII and Customer's GZ Contract

B. In no month will a Customer's monthly bill be less than the otherwise applicable minimum. In the event that the Customer's bill would result in the otherwise applicable minimum, any credit amount not applied in the current billing month will be carried forward to the following billing month.

IV. CONTRACT PERIOD

For Group 1 Subscriptions (as defined in Attachment A), the term of agreement under Rider GZ shall be a twenty-year period. For Group 2 and Group 3 Subscriptions (as defined in Attachment A), the term of agreement shall be: (1) a ten-year period, (2) a fifteen-year period, or (3) a twenty-year period, at the Customer's election. After the initial term of agreement under Rider GZ, the GZ Contract may be extended upon mutual agreement of both parties.

If Customer elects to discontinue service under Rider GZ during the term of the agreement, then either: (a) a termination payment will be required for each account that is discontinuing service under GZ as defined below, or (b) Customer must provide at least two years of advance notice to terminate and such termination shall be at no termination penalty to Customer. The Company will determine the termination payment by summing the remaining aggregate Option ~~1~~ A or~~,~~ Option B, or Option 2 ~~B~~C subscription fees for the lesser of (i) two years or (ii) the remainder of the term of the agreement for the account(s) that are discontinuing service under GZ. If the Customer can and does elect to assign the subscription to another existing account held by the same Customer, the termination payment will not apply.

V. RENEWABLE ENERGY CREDITS (RECs)

The Company shall retire RECs associated with the Customer's GZ Energy on the Customer's behalf. Documentation of REC retirement through the applicable REC tracking entity will be provided by ELL upon request of Customer to support Customer's emission/sustainability reporting and audits.

If requested by Customer and upon mutual agreement, the Company could transfer the RECs associated with subscriptions under GZ to an account held by such Customer as an alternative to the Company retiring RECs on such Customer's behalf, so long as the

GEAUX ZERO RIDER

Customer agrees to timely retire the RECs on its own behalf, provides evidence of such timely retirement, and agrees not to transfer them to a third party. Any alternate arrangement proposed by a Customer for RECs must be accepted by Company within its sole discretion, and such alternate arrangement may affect scope 2 emission reporting for Customer.

Scope 2 emission reporting, certified by a third party and accounting for Customer's GZ subscription, will be provided to Customer by ELL on an annual basis.

VI. CONDITIONS OF SERVICE

The charges calculated under this tariff are subject to change in such an amount as may be approved and/or amended by the Louisiana Public Service Commission ("LPSC"). The Company reserves the right to withdraw this tariff at any time at the Company's discretion.

Final determination as to a Customer's qualifications to receive Service under GZ and this rate schedule will be made solely by the Company.

VII. DEFINITIONS

Capacity of Designated Renewable Resources: Capacity associated with ELL's Designated Renewable Resources, as identified in the Customer's GZ Contract.

Capacity Credit Rate: for Customers electing to take service under Option B or Option C, the credit rate for MISO Capacity kW provided to Customer during the full term of their service under GZ will be specified in the Customer's GZ Contract and may differ for each tranche of Designated Renewable Resources to which the Customer subscribes. The credit rate will be in terms of $ per kW-month. Any customer exempt from Rider FRP (in accordance with Attachment A to Rider FRP) shall have a Capacity Credit Rate of $0.00 per kW-month.

Customer's Ratio: a calculation based upon the following formula: [Customer's GZ Capacity kW / Capacity of Designated Renewable Resources].

Designated Renewable Resources: the renewable resources designated by the Company and approved by the LPSC to supply renewable energy to Customer, as identified in the Customer's GZ Contract.

Existing Customer: a parent company or the equivalent of a parent company (*i.e.*, any corporate entity or its subsidiary) basis, in the sole judgment of the Company that: (1) is taking electric service from Entergy Louisiana, LLC as of May 1, 2023 and (2) that qualifies to participate in Geaux ZERO (in accordance with Section II of Rider GZ).

Expanding Customer: a parent company or the equivalent of a parent company (*i.e.*, any corporate entity or its subsidiary) basis, in the sole judgment of the Company that: (1) is taking electric service from Entergy Louisiana, LLC as of May 1, 2023, (2) that qualifies to participate in Geaux ZERO (in accordance with Section II of Rider GZ), (3) has signed an ESA or amendment to same to add at least 30 MW of new load that will be in service on or after January 1, 2026, and (4) whose GZ subscription is meant to reduce scope 2 emissions for such new load.

GEAUX ZERO RIDER

GZ Capacity kW: the total amount of capacity (kW) from the Designated Renewable Resources that a Customer subscribes to under this Rider GZ, subject to the requirements described in Section II and Attachment A.

GZ Contract: an ESA or amendment to same between Customer and Company under which both parties agree to the terms of service under this Rider GZ. The GZ Contract must specify the GZ REC Charge or GZ Energy Charge and Capacity Credit Rate, as applicable, as well as the Customer's GZ Capacity, Capacity of Designated Renewable Resources, the Designated Renewable Resources, and the initial term of agreement for service under Rider GZ (in accordance with Section IV). Company may be required to provide Customer's GZ Contract to the LPSC. To the extent the LPSC requests a copy of Customer's GZ Contract, Company will provide such contract on a confidential basis under seal.

GZ Energy: the monthly energy associated with the Customer's contracted GZ Capacity kW and calculated based on the following formula: [Customer's Ratio x Monthly Renewable Resource kWh Output]. Application for billing purposes will be on a two-month lag.

GZ Annual Energy Charge: for Customers that subscribe to multiple tranches of Designated Renewable Resources through Rider GZ and elect to take service under Option C, the price for GZ Energy provided to Customer may be updated on an annual basis when new Designated Renewable Resources are expected to be operational in the 12-month rate-effective period. The GZ Annual Energy Charge will be provided to the Customer, and, if requested, may be provided confidentially to the LPSC, at least 2 months prior to going into effect. The energy price will reflect the costs and output of Designated Renewable Resources that are operational and/or expected to be operational within the 12-month rate-effective period and will be based upon the following formula: the cost of energy associated with the Designated Renewable Resources over the expected life of such resources divided by the total expected energy output of the Designated Renewable Resources over the expected life of such resources. Any Designated Renewable Resources that will be owned by the Company will have an expected life of thirty (30) years, and any Designated Renewable Resources that will be owned by third parties will have an expected life equal to the term of the power purchase agreement for such resource.

GZ Energy Charge: for Customers electing to take service under Option B, the price for GZ Energy provided to Customer during the full term of their service under GZ will be specified in the Customer's GZ Contract. The energy price will be based upon the following formula: the cost of energy associated with the Designated Renewable Resources over the expected life of such resources divided by the total expected energy output of the Designated Renewable Resources over the expected life of such resources. Any Designated Renewable Resources that will be owned by the Company will have an expected life of thirty (30) years, and any Designated Renewable Resources that will be owned by third parties will have an expected life equal to the term of the power purchase agreement for such resource.

GZ REC Charge: for Customers electing to take service under Option A, the prices for RECs provided to Customer during the full term of their service under GZ will be specified in Customer's GZ Contract. The REC price will be based upon the following formula: the first-year price for RECs will be the most recent historical 12-month average value for future vintages (beginning with the year after subscription) using the S&P Global Renewable Energy Credit Index for Texas wind RECs or an equivalent successor index, as of the current Month at the time Customer subscribes to GZ, plus an administrative fee based upon REC tracking, reporting and administrative costs of the applicable RECs. The REC price for each subsequent year will be established by applying 2% annual escalation to the S&P Global REC Index component of the first-year price.

MISO Capacity kW: the total amount of capacity (kW) accredited by Midcontinent Independent System Operator, Inc. (MISO) for Designated Renewable Resources, as identified in the Customer's GZ Contract, or the corresponding reduction in the Planning Reserve Margin Requirements, in the applicable billing month. Application for billing purposes will be on a two-month lag.

MISO Market Settlement Rate: per kWh rate derived from monthly weighted average locational marginal prices (LMPs) for ELL load zone (EES.ELILD) based on the output of the Designated Renewable Resources in MISO energy markets. Application for billing purposes will be on a two-month lag.

Monthly Renewable Resource kWh Output: amount of kWh generated each calendar month by ELL's Designated Renewable Resources. Application for billing purposes will be on a two-month lag.

New Customer: a parent company or the equivalent of a parent company (*i.e.*, any corporate entity or its subsidiary) basis, in the sole judgment of the Company that: (1) does not take electric service from Entergy Louisiana, LLC as of May 1, 2023, (2) that qualifies to participate in Geaux ZERO (in accordance with Section II of Rider GZ), (3) has signed an ESA or amendment to same to add at least 30 MW of new load that will be in service on or after January 1, 2026, and (4) whose GZ subscription is meant to reduce scope 2 emissions for such new load. For purposes of Rider GZ, a New Customer can include a joint venture company in the event the parent company of the majority owner (with at least 51% ownership of such joint venture) has no other ELL accounts as of May 1, 2023.

VIII. GROSS MONTHLY BILL AND PAYMENT

The net monthly bill is due and payable each month. The gross monthly bill and payment provisions will be those set forth in the Customer's standard rate schedule for electric service.

IX. OTHER PROVISIONS

Provisions, prices, billings, and regulations of ELL's standard rate schedules and riders are not modified by any provisions or the service offered in this schedule.

Attachment A

Effective: ~~6/14/2024~~TBD

ENTERGY LOUISIANA, LLC
SCHEDULE GZ

The total Capacity of Designated Renewable Resources that will be available through Group 1 Subscriptions or Group 2 Subscriptions to Rider GZ is up to 2,000 MW.

Eligible customers that sign 20-year binding agreements under Option A of Rider GZ before December 31, 2023 will be accommodated on a first-come, first-served basis for up to 1,000 MW of initial subscriptions ("Group 1 Subscriptions").

Any remaining unsubscribed capacity from this initial 1,000 MW allocation after December 31, 2023 plus the remaining 1,000 MW will be made available for eligible Customers to enroll through future open seasons ("Group 2 Subscriptions"). Future open seasons will start at the end of a procurement window of the alternative procurement mechanism process approved in LPSC Order No. U-36697 when available Capacity of Designated Renewable Resources from a tranche of completed transactions for the Group 2 Subscriptions is opened for enrollment. At the end of the procurement window and to start the open season, ELL will provide interested, eligible customers with the applicable Option A and Option B prices for the tranche of Designated Renewable Resources and allow a short window (30 days) for the open season during which eligible customers must return binding commitments, including final, requested subscription sizes, the selected pricing option, and the selected length of the contract period under Geaux ZERO, for the applicable tranche of Group 2 subscriptions. At the end of the 30-day commitment period for the open season, if the total subscription amounts requested from eligible, binding commitments for eligible participant subscriptions are over-subscribed, ELL will assign the final subscription amounts on a pro-rata basis to the requesting customers for that tranche of Designated Renewable Resources.

Through each open season, a Customer requesting a Group 2 Subscription may opt to subscribe up to 500 MW of GZ Capacity kW, pending availability, and such cap applies on a parent company or the equivalent of a parent company (*i.e.*, any corporate entity or its subsidiary) basis, in the sole judgment of the Company, inclusive of all accounts taking electric service under multiple locations within ELL's service area and signed ESAs to take future electric service within ELL's service area. In addition, through the open season, a Customer requesting a Group 2 Subscription has the ability to elect to take service under Option A, ~~or~~ Option B, or Option C (as defined in Section III) and to select a term of agreement of ten, fifteen or twenty years (as specified in Section IV).

In the event New Customer(s) or Expanding Customer(s) seek renewable subscriptions outside of an open season ("Group 3 Subscriptions"), the Company has the ability to utilize the expedited certification process approved in LPSC Order No. U-36697 as long as such additional resources have a long-term, binding commitment from Customer(s) to subscribe to such resources under Rider GZ Option A, ~~or~~ Option B, or Option C at the time of the certification request. Designated Renewable Resources assigned to Group 3 Subscriptions may originate either from the alternative procurement mechanism process approved in LPSC Order No. U-36697 (or subsequent amendments to such order), the process permitted by LPSC General Order 10-15-2008 (R-30703), and/or other applicable Commission Orders.

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

APPLICATION FOR APPROVAL OF GENERATION AND TRANSMISSION RESOURCES IN CONNECTION WITH SERVICE TO A SINGLE CUSTOMER IN NORTH LOUISIANA	)))))	**DOCKET NO. U-37425**

Attachment 3

Deferral Proposal Framework

HIGHLY SENSITIVE PROTECTED MATERIAL

INTENTIONALLY OMITTED

JULY 2025

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

APPLICATION FOR APPROVAL OF GENERATION AND TRANSMISSION RESOURCES IN CONNECTION WITH SERVICE TO A SINGLE CUSTOMER IN NORTH LOUISIANA	)))))	**DOCKET NO. U-37425**

Attachment 3.1

Deferral Proposal Framework

HIGHLY SENSITIVE PROTECTED MATERIAL

ATTORNEYS' EYES ONLY

INTENTIONALLY OMITTED

JULY 2025