

INTERCONNECTION AND PARALLEL OPERATION OF
COMMUNITY SOLAR GENERATING FACILITY AGREEMENT

BY AND BETWEEN

and

ENTERGY NEW ORLEANS, LLC

Form CSG-3

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INTERCONNECTION AND PARALLEL OPERATION OF
COMMUNITY SOLAR GENERATING FACILITY AGREEMENT

BY AND BETWEEN

and

ENTERGY NEW ORLEANS, LLC

THIS AGREEMENT is made this ____ day of _____, _____, between _____, hereinafter called the "Subscriber Organization" or "SO," and Entergy New Orleans, LLC, a limited liability company organized under the laws of the State of Texas, hereinafter called the "Company." The SO and the Company each may be referred to herein as a "Party," or collectively as "Parties." This Agreement is made subject to the current Entergy Standard DR07-01, Distributed Energy Resource Standards for Interconnection ("Standard"). In the event of a conflict between the terms of this Agreement and the current Standard, the terms of the Standard shall apply.

WITNESSETH:

WHEREAS, The SO requires an interconnection to operate in parallel with the Company's electric distribution system.

NOW, THEREFORE, and in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE I - DEFINITIONS

Whenever used in this Agreement, Appendices, and attachments hereto, the following terms shall have the following meanings:

Agreement - This Interconnection and Operating Agreement by and between Subscriber Organization and Entergy New Orleans, LLC, also referred to as "the Contract".

ANSI - American National Standards Institute

Company's System - All the facilities owned or controlled by the Company on the Company's side of the Point of Common Coupling related to the provision of electric service, including, but not limited to, the Company's distribution, transmission and interconnection facilities.

Interconnection Application – Form CSG-2, prepared by the Subscriber Organization (or their designated representative) to facilitate an Interconnection Agreement in which specific capabilities of the SO's Facility are identified along with requirements to support any parallel operations based on hosting capacity of the Company's System.

Interconnection Facilities - All facilities presently in place or presently proposed to be installed, as delineated in Appendix A and Appendix B, and as defined in the Standard.

IEEE - Institute of Electrical and Electronics Engineers.

NEC - National Electric Code

NEMA - National Electric Manufacturer's Association

Operation Date - The day commencing at 00:01 hours, following the day during which Interconnection Facilities and equipment of the SO's Facility have been completed to the Company's and the SO's mutual satisfaction and energized in parallel operation of the

Company's and the SO's systems as confirmed in writing or electronically in the form included as Appendices E and F, respectively, hereto.

Point of Common Coupling - The point, shown in Appendix A, and as defined in the Standard.

SO's Facility – All the physical assets on the SO's side of the Point of Common Coupling that relate in any way to the SO generation source. The SO's Facility may sometimes be referred to herein as "Facility."

Special Facilities - Those certain Interconnection Facilities presently in place, presently proposed to be installed, or required to be installed in the future, which Facilities were installed or will be installed and will be maintained by the Company, but at the SO's expense, and which Facilities are subject to the provisions of Appendix C of this Agreement.

ARTICLE II - TERM OF AGREEMENT

This Agreement shall be binding upon execution and shall remain in effect for a term equal to that of the Standard Offer Community Solar Power Purchase Agreement (Form CSG-4) with which the SO Facility described in this Interconnection Agreement is associated; provided, that the SO may terminate this Agreement by giving written notice thereof to the Company, not less than 90 days prior to the effective date of such termination. If, for any reason, the SO Facility remains in parallel operation with the Company's System following conclusion of the primary term described above, this Agreement shall remain in effect on a year-to-year basis, provided that either the SO or the Company may terminate this Agreement, for good cause shown, by giving written notice thereof to the other party not less than ninety (90) days prior to the effective date of such termination. The Company may suspend receipt of deliveries,

purchases and payment therefor if the SO's failure to comply with this Agreement affects the Company's operation. If, for any reason, delivery and/or payment therefor are suspended, delivery and payment shall promptly resume upon correction or elimination of the condition that gave rise to the suspension.

ARTICLE III – INTERCONNECTION SPECIFICATIONS

A. DESCRIPTION

The SO's _____ KW Facility (Entergy Account Number _____) located at _____, _____, shall be the location of the Point of Common Coupling. Details of this Point of Common Coupling and the SOs Facility shall be detailed in Appendix A and Appendix B.

B. OPERATIONS DATE

The scheduled Operation Date of the SO's Facility is _____, _____.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

A. ELECTRIC SERVICES SUPPLIED BY THE COMPANY

This Agreement does not provide for any electric service by the Company to the SO. If the SO requires electric service from the Company, the SO shall enter into separate contract arrangements with the Company in accordance with the Company's applicable electric tariffs on file with and authorized by the appropriate regulatory authority.

B. CONSTRUCTION

1. Land Rights

The SO agrees to furnish at no cost to the Company all necessary rights of way upon, over, under, and across lands owned or controlled by the SO and/or its affiliated interests for the construction and operation of necessary lines, substations, and other equipment to accomplish interconnection under this Agreement and shall, at all reasonable times, give the Company, or its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the SO's premises shall be provided by and at the SO's expense for installation of metering devices, unless the Company elects to install meters on poles or other locations controlled by it. The SO grants to the Company at all reasonable times the right of free ingress and egress to the SO's premises for the purpose of installing, testing, reading, inspecting, repairing, operating, altering or removing any of the Company's property located on the SO's premises or for other purposes necessary to enable the Company to receive or to deliver electric energy or determine the SO's compliance with this Agreement. If any part of the Company's facilities are to be installed on property owned by other than the SO, the SO shall, if the Company is unable to do so without cost to the Company, procure from the owners thereof all necessary permanent rights of way and easements, in a form satisfactory to the Company, for the construction, operation, maintenance and replacement of the Company facilities upon such property. In the event the SO is unable to secure them (a) by condemnation proceedings or (b) by other means, the SO shall reimburse the Company for all costs incurred by the Company in securing such rights.

2. Facility and Equipment Design and Construction

a. The SO shall be obligated to design, construct, install, own, operate and maintain the SO's Facility and all equipment needed to generate power, except for any Special Facilities

constructed, installed and maintained by the Company pursuant to Appendix C (Special Facilities), which is attached hereto. The SO's Facility and equipment shall meet all requirements of applicable codes, including, without limitation, those of IEEE, NEMA, ANSI, and NEC, and further, shall meet all requirements of any duly constituted regulatory authority having jurisdiction. The SO shall submit all specifications for the SO's Facility and equipment, including System Protection Facilities, as defined in Article I and more fully described in Article IV, Paragraph C(1) of this Agreement, to the Company for review prior to connecting the said SO's Facility and equipment to the Company's System. The Company's review of the SO's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of the SO's Facility or any of the equipment. The Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of the SO's Facility or equipment, nor shall the Company's acceptance be deemed to be an endorsement of any Facility or equipment. The SO agrees to make changes to its Interconnection Facilities as may be reasonably required to meet changing requirements of the Company's System. It is agreed that such necessary changes will be made by each Party to its facilities on its respective side of the Point of Common Coupling, at its own expense. The Company agrees to give the SO advance written notice of the time such changes are to be completed, and a reasonable opportunity for the SO to accomplish these changes. Contemporaneous with such notice, the Company shall supply complete engineering information and specifications for the SO to use in determining what changes will be necessary on the SO's side of the Point of Common Coupling.

b. The SO shall be obligated to construct, install, own and maintain any facilities on the SO's side of the Point of Common Coupling, which may be required to operate in parallel with the Company. The Company's Interconnection Facilities shall be of a size to accommodate the delivery of the kW amount referred to in Article III (A) of this Agreement. In the event it is necessary for the Company to install any Special Facilities that are essential to accomplish the purposes of this Agreement, the Company may, at its option, require a contribution, facilities charge, or other compensation to make such facilities available to the SO.

3. Metering

The Company shall provide, install, own and maintain metering. All costs associated with metering the energy supplied to the Company by the SO or any subsequent changes requested by the SO to metering shall be borne by the SO.

C. OPERATION

1. Protection and System Quality

a. It shall be the SO's obligation, at its expense, to install or have installed and keep operative System Protective Facilities, including such protective and regulating devices as are identified by order, rule or regulation of any duly constituted regulatory authority having jurisdiction, or as are otherwise necessary to protect personnel and equipment and to minimize deleterious effects to the Company's electric service operation. Any such protective or regulating devices that may be required on the Company's facilities shall be installed by the Company at the SO's expense.

b. Requirements for Protection – The SO shall provide, install, own, and maintain relays, circuit breakers, and all other devices necessary to promptly remove any fault

contribution of the SO's generating equipment to any short circuit occurring on the Company's System not otherwise isolated by the Company's equipment. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability to be located between the SO's Facility and the Company's System at an accessible, protected, and satisfactory site selected upon mutual agreement of the Parties. The SO shall be responsible for protection of its Facilities and equipment from such conditions as single-phasing of distribution system, negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and phase angle jump. The SO shall be solely responsible for provisions to disconnect its generation when a disturbance on the Company's System results in the SO's Facility becoming isolated from the Company's System.

c. System Quality -

i. The SO's Facility and equipment shall not cause excessive voltage excursions or cause the voltage to drop below or rise above the extents of the range maintained by the Company without the SO's generation. The SO's Facility and equipment shall not cause excessive voltage flicker or introduce excessive distortion to the sinusoidal voltage or current waves. The SO's Facility shall follow the recommendations regarding the relevant Voltage Regulation category and Disturbance Ride-Through category as stated in the Standard.

ii. Excessive voltage excursions, excessive voltage flicker, and excessive distortion to the sinusoidal voltage or current waves shall be determined in accordance with the applicable sections of the Company's most current Energy Standard DR07-01, Distributed Energy Resource Standards for Interconnection, which Standard shall be provided to the SO by the Company at the SO's request. Failure by the SO to operate the Facility within the limits set

forth in this Agreement and the referenced Standard shall result in immediate disconnection by the Company of the SO's Facility from the Company's System.

iii. When entering service, the SO shall not energize the Company's System until the applicable voltage and system frequency are within the ranges outlined in the Standard. While synchronizing with the Company's System, the SO shall follow the voltage and frequency requirements stated in the Synchronization section of the Standard.

iv. The SO shall operate the Facility during abnormal frequency excursions based on the Frequency Ride-Through category assigned to SO's Facility in the Standard. Once the Frequency Ride-Through category is assigned for the particular site part of this agreement, the SO's Facility shall operate based on the Frequency Ride-Through category requirements outlined in the Standard. The SO may reconnect when the Company's System voltage and frequency return to normal range and the system is stabilized based on the Frequency Ride-Through requirements outlined in the Standard.

v. The SO, at its own expense, shall provide any Power Quality Monitoring (PQM) equipment required by the Standard or identified as necessary through an interconnection study, regardless of whether the equipment is placed on the SO's or Company's side of the Point of Common Coupling. The Power Quality Monitor shall be selected based on the Entergy Power Quality material requirements in the Standard. If the PQM is located on the SO's side of the Point of Common Coupling, the SO shall own the equipment and bear the cost of maintenance. Entergy shall always have physical and data-read access to the Power Quality Monitor on the SO's side. If the PQM is located on the Company's side of the Point of Common Coupling, the Company shall own the equipment and bear the cost of maintenance.

d. Inspection – The Company shall have the right, but shall have no obligation or responsibility, to: i) observe the SO's tests and/or inspection of any of the SO's protective equipment; ii) review the settings of the SO's protective equipment; and iii) review the SO's maintenance records relative to the SO's Facility and/or protective equipment. The foregoing rights may be exercised by the Company from time to time as deemed necessary by the Company upon reasonable notice to the SO. However, the exercise or non-exercise by the Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement nor confirmation of any aspect, feature, element, or condition of the SO's Facility or protective equipment or the operation thereof, and shall not constitute a warranty as to fitness, safety, desirability, or reliability of same.

2. Meters

a. The Company shall inspect and test all the Company-owned meters upon their installation and at regular intervals thereafter. If requested to do so by the SO, the Company shall inspect or test a meter more frequently than required by standard utility practice or any applicable regulations, at the expense of the SO. The Company shall give reasonable notice of the time when any inspection or test shall take place, and the SO may have representatives present at the test or inspection.

3. Communications

a. At the Company's discretion and upon reasonable notice to the SO, a Remote Terminal Unit ("RTU") shall be installed by the SO, or by the Company at the SO's expense, to gather accumulated and instantaneous data to be telemetered to a location designated by the Company. The SO shall put forth best reasonable efforts to install or facilitate installation of

such equipment as soon as practicable, provided that installation shall be accomplished within a time period of no more than one hundred and eighty (180) days following said notice by the Company. The communication protocol for this link will be specified by the Company.

4. Disconnection

a. Disconnection in Event of emergency – The Company, emergency services personnel, and the SO shall all have the right to disconnect without notice the Interconnection Facilities if, in their sole opinion, an emergency exists and immediate disconnection is necessary to protect persons, the Company's System or facilities, the SO's facilities, or the facilities of the Company's other customers from damages or interference caused by the SO's interconnection and/or generating equipment, or lack of proper or properly operating protective devices. For purposes of this Article IV, Paragraph C(4), protective devices may be deemed by the Company not to be properly operating if the Company's review under Article IV, Paragraph C(1)(d) ("Inspection") discloses irregular or otherwise insufficient maintenance on such devices or that maintenance records do not exist or are otherwise insufficient to demonstrate that adequate maintenance has been and is being performed.

b. Disconnection after Agreement Terminates - Upon termination of this Agreement by its terms, the Company may disconnect the Facility from the Company's System in accordance with a plan for disconnection upon which the Company and the SO agree.

D. CONTINUITY OF SERVICE

Except in case of emergency, in order not to interfere unreasonably with the other Party's operations, the curtailing, interrupting or reducing Party shall give the other Party reasonable prior notice of any curtailment, interruption or reduction, the reason for its occurrence and its

probable duration. The SO always shall notify the Company promptly of any complete or partial outage of the SO's Facility.

E. FORCE MAJEURE

1. The term "Force Majeure" as used herein shall mean an event, occurrence, or circumstance beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, including, but not limited to, acts of God, acts of war or the public enemy, flood, earthquakes, storms, fire, lightning, epidemics, riots, civil disturbances, sabotage, explosion, curtailments, orders, regulations or restrictions imposed by governmental or military, or lawfully established civilian authorities, labor dispute (including strikes by employees of one of the Parties hereto) or any other event or cause which is beyond the claiming Party's reasonable control, and which wholly or in part prevents the claiming party from performing its obligations under this Agreement. Mere economic hardship of a Party shall not constitute "Force Majeure." The Party unable to carry out an obligation, imposed on it by this Agreement, due to "Force Majeure," shall notify the other Party in writing or electronically or by telephone within a reasonable time after the occurrence of the cause relied on.

2. The Company shall not be responsible for any non-performance under the Agreement or failure to purchase electric energy under the Agreement due to "Force Majeure" whether occurring on the Company's electric system or any connecting electric system affecting the Company's operations. The Company shall be excused from whatever performance is affected only while a "Force Majeure" situation exists and the Company attempts in good faith to alleviate such situation.

3. If the SO, because of "Force Majeure," is rendered wholly or partially unable to perform an obligation imposed on it by this Agreement, except for the obligation to make payments of money, the SO shall be excused from whatever performance is affected, but only while a "Force Majeure" situation exists and the SO attempts in good faith to alleviate such situation.

F. INDEMNITY

1. The SO agrees to fully defend indemnify and hold the Company, its shareholders, directors, officers, agents, representatives, employees, servants, its affiliated and associated companies, their respective shareholders and/or its assigns ("SO Indemnified Parties"), harmless from and against any and all claims, demands, liability, losses, damage, costs or expenses including attorney's fees and other costs of defense (collectively "Claims") arising out of any injury, bodily or otherwise, to or death of persons, or for damage to, or destruction of property belonging to SO, Company or others (including the SO's Facility and the Company's system) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the SO's Facility, resulting from the fault, negligence or willful misconduct of Customer in connection with SO's obligations under this Agreement; provided, however, that the provisions of this Paragraph shall not apply if such Claims are held to have been caused by the sole negligence and/or the willful misconduct of SO's Indemnified Parties.

2. The Company agrees to fully defend indemnify and hold the SO, its shareholders, directors, officers, agents, representatives, employees, servants, its affiliated and associated companies, their respective shareholders and/or its assigns ("Company's Indemnified Parties"), harmless from and against any and all claims, demands, liability, losses, damage, costs or

expenses including attorney's fees and other costs of defense (collectively "Claims") arising out of any injury, bodily or otherwise, to or death of persons, or for damage to, or destruction of property belonging to Company, SO or others (including the SO's Facility and the Company's system) arising out of or otherwise resulting from the use, ownership, maintenance, or operation of the Company's system, resulting from the fault, negligence or willful misconduct of Company in connection with Company's obligations under this Agreement; provided, however, that the provisions of this Paragraph shall not apply if such Claims are held to have been caused by the sole negligence and/or the willful misconduct of Company's Indemnified Parties.

3. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, or loss of use of revenues or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement.

G. WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

H. ASSIGNMENT

Neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party, except in connection with the sale, merger or transfer of a substantial portion of its properties

(or in the case of the Company, its distribution facilities) including Interconnection Facilities which it owns provided that the assignee in such a sale, merger or transfer assumes directly all rights, duties and obligations arising under this Agreement, and such assignor shall be, without further action, released from its obligations hereunder. Any such assignment or delegation made without such written consent shall be null and void. The Company shall be entitled to assign the Agreement to any wholly-owned direct or indirect subsidiary of Entergy Corporation.

I. GOVERNMENTAL JURISDICTION AND AUTHORIZATION

1. This Agreement shall not become effective until all required governmental authorizations and permits are first obtained and copies thereof are submitted to the Company; provided that this Agreement shall not become effective unless it, and all provisions thereof, is authorized and permitted by such governmental agencies without change or condition.

2. This Agreement is subject to present and future valid laws and valid orders, rules and regulations of duly constituted regulatory authorities having jurisdiction. This Agreement shall not become effective until approved by the Council for the City of New Orleans ("Council"), to the extent such approval is required, and/or accepted by any other regulatory bodies having jurisdiction in the premises, if any. Each party expressly reserves, however, the right to appeal and otherwise contest any change ordered by a governmental agency or court having jurisdiction in the rights, terms or conditions specified in this Agreement.

J. HEADINGS NOT TO AFFECT MEANING

The descriptive headings of the various Sections and Articles of this Interconnection Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.

K. AMENDMENTS

This Agreement may be amended by and only by a written instrument duly executed by each of the parties hereto.

L. NOTICES

Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out below:

To the Company:

Entergy New Orleans, LLC

To the SO:

M. BREACH, CURE AND DEFAULT

1. General. A breach of this Agreement ("Breach") shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A default of this

Agreement ("Default") shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach in accordance with the provisions of Article IV(M)(4) of this Agreement.

2. Events of Breach - A Breach of this Agreement shall include:

- (a) The failure to pay any amount when due;
- (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
- (c) If a Party: (1) becomes insolvent; (2) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) makes a general assignment for the benefit of its creditors; or (4) consents to the appointment of a receiver, trustee or liquidator;
- (d) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- (e) Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- (f) Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires

such information or data to satisfy its obligations under this Agreement.

3. Continued Operation. In the event of a Breach or Default by either Party, the Parties shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, secondary systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the Company to operate and maintain the Company's System, or for the SO to operate and maintain the Facility, in a safe and reliable manner.

4. Cure and Default. Upon the occurrence of an event of Breach, the Party not in Breach (hereinafter the "Non-Breaching Party"), when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party (the "Breaching Party") and to any other person a Party to this Agreement identifies in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have thirty (30) days to cure such Breach. If the Breach is such that it cannot be cured within thirty (30) days, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within thirty (30) days of becoming aware of the Breach, the Breaching Party will be in Default of the Agreement.

5. Right to Compel Performance. Notwithstanding the foregoing, upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (1) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (2) exercise such other rights and remedies as it may have in equity or at law.

N. TERMINATION OF INTERCONNECTION SERVICE

1. Expiration of Term. Except as otherwise specified in this Article IV(N), Interconnection Service for the Facility terminates at the conclusion of the Term of this Agreement stated in Article II of this Agreement.

2. Termination. A Party may terminate this Agreement upon the Default of the other Party. Subject to the limitations set forth in Article IV(N)(3) below, in the event of a Default, a non-Defaulting Party may terminate this Agreement only upon its giving of written notice of termination to the other Party.

3. Survival of Rights. Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder.

ARTICLE V - INSURANCE

Without limiting any obligations or liabilities under this Agreement, the SO shall, at its own expense, provide and maintain, in effect for the life of this Agreement, minimum insurance coverage as follows:

A. Workers' Compensation Insurance in accordance with all applicable State, Federal, and Maritime laws, including Employer's Liability Insurance in the minimum amount of \$1,000,000. Policy shall be endorsed to include a Waiver of Subrogation in favor of the Company and its affiliated and associated companies.

B. Comprehensive General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement and Personal Injury Coverage, with combined single limit of not less than \$3,000,000 each occurrence. The SO shall furnish to the Company an Additional Insured Endorsement with respect to such insurance in substantially the form shown in Appendix D.

The insurance carrier or carriers and form of policies shall be subject to review and approval by the Company, and such approval shall not be unreasonably withheld. All of the SO's policies of insurance shall provide the Company with 30 days prior written notice of cancellation, expiration or material adverse change. Prior to the date the SO's facilities are first operated in parallel with the Company's electric system and annually thereafter during the term of this Agreement, the SO shall furnish Certificate of Insurance to the Company.

ARTICLE VI - GENERAL PROVISIONS

The Company shall not be liable for any costs or damages due to the inability of the SO or its designated representatives to obtain any licenses or permits required by any authority having jurisdiction over such matters.

This Agreement constitutes the entire agreement between the Parties hereto with reference to the subject matter hereof and no change or modification as to any of the provisions hereof shall be binding on either Party unless reduced to writing and approved by

the authorized officer or agent of the SO and the President or a Vice President of the Company. The terms and conditions of this Agreement and every Appendix referred to herein shall be amended, as agreed to by the Parties, to comply with changes or alterations made necessary by a valid applicable order of any governmental regulatory authority, or any court, having jurisdiction hereof.

This Agreement includes the following checked Appendices which are attached and incorporated herein:

- _____ Appendix A - Interconnection Facilities (One Line)
- _____ Appendix B - Interconnection Application
- _____ Appendix C - Special Facilities
- _____ Appendix D - Additional Insured Endorsement
- _____ Appendix E – Company’s Notice Of Satisfaction
- _____ Appendix F – SO’s Notice Of Satisfaction
- _____ Appendix G – Third-Party Facility Owner’s Consent

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the day and year first above written.

WITNESSES:

(Subscriber Organization)

By _____

Title _____

ENERGY NEW ORLEANS, LLC

By _____

Title _____

APPENDIX A - INTERCONNECTION FACILITIES (ONE LINE)

This Appendix A is a part of the INTERCONNECTION AND OPERATING AGREEMENT by and between the Subscriber Organization and the Company.

See Drawing No. _____ dated _____, _____, which drawing is attached hereto and made a part hereof.

APPENDIX B - INTERCONNECTION APPLICATION (Form CSG-2)

This Appendix B is a part of the INTERCONNECTION AND OPERATING AGREEMENT, Form CSG-3, by and between the Subscriber Organization and the Company.

See Interconnection Application No. _____ dated _____, _____, which is attached hereto and made a part hereof.

APPENDIX C - SPECIAL FACILITIES

This Appendix C is a part of the INTERCONNECTION AND OPERATING AGREEMENT, Form CSG-3, by and between the Subscriber Organization and the Company.

APPENDIX D - ADDITIONAL INSURED ENDORSEMENT

This Appendix D is a part of the INTERCONNECTION AND OPERATING AGREEMENT, Form CSG-3, by and between the Subscriber Organization ("SO") and the Company.

The SO shall furnish to the Company an Additional Insured Endorsement with respect to such insurance in substantially the following form:

"In consideration of the premium charged, Entergy New Orleans, LLC, and its affiliated and associated companies are named as additional insureds with respect to liabilities arising out of the Subscriber Organization's use and ownership of the Subscriber Organization's Facility and Interconnection Facilities.

"The inclusion of more than one insured under this policy shall not operate to impair the rights of one insured against another insured and the coverages afforded by this policy will apply as though separate policies had been issued to each insured. The inclusion of more than one insured will not, however, operate to increase the limits of the carrier's liability. Entergy New Orleans, LLC, will not, for reason of its inclusion under this policy, incur liability to the insurance carrier for payment of premium for this policy."

APPENDIX E – COMPANY’S NOTICE OF SATISFACTION

TO: [NAME & ADDRESS OF THE SUBSCRIBER ORGANIZATION (“SO”)
REPRESENTATIVE AS DESIGNATED
IN ARTICLE IV. L.]

RE: [DESCRIPTION OF THE SO’S FACILITIES]

This is to acknowledge that all the SO’s Facilities necessary for the parallel operation of the Company’s and the SO’s systems pursuant to the Interconnection and Parallel Operation of Community Solar Generating Facilities Agreement, dated _____, between the Company and the SO, have been completed to the Company’s satisfaction.

Company Representative

DATE: _____

APPENDIX F – CUSTOMER’S (SUBSCRIBER ORGANIZATION’S (“SO”)) NOTICE OF SATISFACTION

TO: [NAME AND ADDRESS OF THE COMPANY REPRESENTATIVE AS DESIGNATED IN ARTICLE IV. L.]

RE: [DESCRIPTION OF THE COMPANY FACILITIES]

This is to acknowledge that all the Company Facilities necessary for the parallel operation of the Company’s and the SO’s systems pursuant to the Interconnection and Parallel Operation of Community Solar Generating Facilities Agreement, dated _____, between the Company and the SO, have been completed to the SO’s satisfaction.

SO Representative

DATE: _____

APPENDIX G – THIRD PARTY FACILITY OWNER’S CONSENT TO CONTRACT

If the Owner of the Facility and the SO are not the same person or entity, then the undersigned Facility Owner hereby agrees and consents to the terms of this Agreement and hereby authorizes SO to perform any and all acts necessary to carry out the duties, responsibilities, and obligations provided for herein on its behalf.

Facility Owner Representative

SO Representative

DATE: _____