



Experimental Energy Reduction (EER) Service Rider Enabling Agreement

Entergy Arkansas, Inc.

Company: _____

Entergy Account Manager: _____

The following person will be your company's primary contact who will receive by 10:00 AM day-of notification that an EER pledge has been accepted (note that the pledge does not necessarily have to be made by your primary contact person). Day-of notification of pledge acceptance will be provided via an electronic Curtailment Confirmation Statement. If, for any reason, we are unable to send this Statement by electronic means, either the phone or fax number provided below will be used as a back-up method of notification.

Primary Contact: _____

E-mail: _____

Phone: _____

Fax: _____

Preferred Password: _____

Check to request program information/updates electronically: Send program updates electronically

Secondary Contact: _____

E-mail: _____

Phone: _____

Fax: _____

Preferred Password: _____

Check to request program information/updates electronically: Send program updates electronically

NOTE: The accounts and meters that will participate in the EER program are detailed on the Attachment A, entitled "Participating Accounts and Meters".



Standard Terms & Conditions

1. EER Service is subject to the terms and conditions of the EER Service Rider Enabling Agreement (“Agreement”) and its Attachment A including but not limited to information on availability, applicability, definitions, pledging, notification, billing and noncompliance for EER Service. The Program Period under this Agreement is January 1, 2008 through December 31, 2008.
2. Any curtailment under this Agreement shall be from a single metered delivery point located in the Entergy Arkansas, Inc., service territory. This single metered delivery point must meet the APPLICABILITY requirements outlined in the EER Service Rider.
3. Upgrades to metering and additional information technology costs required by the Customer (e-mail, phone lines, fax, etc.) are to borne by the Customer and not by Entergy Arkansas, Inc.
4. EER Service Rider does not involve the purchase of energy from participants. This program is not intended as a mechanism to bypass existing tariffs that address the purchase of energy from Public Utilities Regulatory Policies Act (“PURPA”) qualified facilities.
5. If Entergy posts day-ahead EER prices, they can be viewed on the designated web site by 8:00 A.M., CST, Monday through Friday. A price posted on a Friday is for a curtailment on the following Monday. EER pledges from participants are submitted via the designated web site. A Confirmation Statement will be provided by Company to Customer no later than 10:00 A.M. CST on the day of the curtailment.
6. The EER Service Rider outlines the mechanism to calculate the Curtailable Billing Energy and associated EER Curtailable Billing Energy Payment achieved by Customer during a specific curtailment. Energy usage by hour will be compared to usage during the same hour on the prior normal business day to calculate the energy reduction. The hourly energy reduction will be used along with the appropriate hourly price to calculate the credit. Please review these provisions in Section 46.6 (1) and (2) of the EER Service Rider before submitting a pledge.
7. The EER Service Rider outlines the mechanism to calculate a market replacement charge (or penalty) in the event that a curtailment is accepted by the Company but the Customer fails to curtail to the minimum level as specified in their pledge. Please review these provisions in Section 46.6 (3) prior to submitting a pledge.
8. The customer shall receive a net credit or a net debit adjustment to the participating account billing invoice on the 2nd bill following the date of curtailment, subject to the Billing Provisions as specified in Section 46.6 (2) and (3) of the EER Service Rider.
9. Submitting a pledge under EER Service Rider is totally voluntary on the part of Customer. Further, there is no guarantee that a pledge will be accepted. Entergy Arkansas, Inc. retains the right to accept and/or reject any and/or all pledges submitted under EER Service Rider.
10. By signing this Agreement, Customer acknowledges that: (1) Customer has carefully read the EER Service Rider and the EER Service Rider Enabling Agreement and its Attachments, (2) acknowledges that EER Service is totally voluntary and that there is no guarantee of receiving economic value and (3) understands and accepts any and all risk associated with participation.
11. CUSTOMER AGREES TO ASSUME ALL LIABILITY FOR AND TO HOLD ENTERGY CORPORATION AND ALL SUBSIDIARIES HARMLESS FROM AND AGAINST ANY CLAIMS, INCLUDING ATTORNEY’S FEES AND COURT COSTS, FOR PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE CAUSED BY CUSTOMER’S DECISION TO CURTAIL ENERGY USAGE UNDER EER SERVICE. UNDER NO CIRCUMSTANCES SHALL ENTERGY CORPORATION OR ANY SUBSIDIARY BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR DAMAGES OR FOR ANY LOSS, WHETHER



DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY RESULTING FROM ANY CURTAILMENT OF ELECTRIC SERVICE PROVIDED BY CUSTOMER UNDER EER SERVICE.

I have read the Standard Terms and Conditions attached hereto and incorporated herein, and to the best of my knowledge the information provided above is accurate.

Customer Signature: _____ Date: _____

Title: _____

Entergy Signature: _____ Date: _____

Title: _____

Please mail two (2) copies of the signed *EER Service Rider Enabling Agreement* along with the *Attachment A* to the address below. If you have questions or concerns, please contact your Account Manager.

Entergy Corporation
Attn: John P. Hurstell
10055 Grogan's Mill Road, Suite 300
The Woodlands, TX 77380



Attachment A To Experimental Energy Reduction (EER) Service Rider Enabling Agreement

Participating Account(s) and Meter(s)

Site name: _____

Site address: _____

Entergy account #: _____

Delivery point: _____

Meter ID # 1: _____

Yes No Interval metering*

Estimate of Summer peak Demand (kW): _____

Typical weekday summer demand from 2 p.m. – 6 p.m. May to Sept.

Estimate of Winter peak Demand (kW): _____

Typical weekday winter demand from 5 p.m. – 9 p.m. All other months.

Estimate of hourly curtailable demand (kW): _____

Must be at least 150 kW for each program hour

Meter ID # 2: _____

Yes No Interval metering*

Estimate of Summer peak Demand (kW): _____

Typical weekday summer demand from 2 p.m. – 6 p.m. May to Sept.

Estimate of Winter peak Demand (kW): _____

Typical weekday winter demand from 5 p.m. – 9 p.m. All other months.

Estimate of hourly curtailable demand (kW): _____

Must be at least 150 kW for each program hour

*If No, interval metering must be installed prior to bidding

Duplicate this form as needed to fully describe each participating account and meter.