

E-RSC & MISO SERVICE AGREEMENT – FIRST AMENDMENT
May 10, 2016

This Service Agreement (the Agreement), as it may be amended from time to time, effective as of December 19, 2013 or on the date that the Entergy Operating Companies are integrated into the Midcontinent Independent System Operator (MISO) regional transmission organization, whichever is later (Effective Date), is between MISO, a Delaware non-stock not for profit corporation, and the Entergy Regional State Committee (E-RSC), an Arkansas corporation.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, MISO and E-RSC agree as follows:

1. **Engagement.** MISO agrees to perform the services described in Exhibit A, as attached hereto, in accordance with the details and specifications or other descriptive references provided in Exhibit A and upon the terms and conditions as set forth in this Agreement (Service or Services). In consideration of MISO's performance, the E-RSC agrees to authorize appropriate payment in accordance with this Agreement.

2. **Independent Contractor.** It is expressly understood and agreed that MISO is and shall act as an independent contractor in the performance of this Agreement. E-RSC has no power to supervise, give directions or otherwise control MISO's employees or representatives. MISO shall be solely responsible for payment of compensation to its personnel and for injury to them in the course of their employment. MISO is responsible for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws for persons employed by MISO. Neither party is an agent of the other party and has no authority to represent the other party as to any matters.

3. **Term.** The parties shall begin performance no later than the Effective Date and the Agreement shall continue until terminated in accordance with Section 6.

4. **Invoicing, Review and Authorization.** E-RSC agrees to authorize invoices submitted by MISO for Services, E-RSC Travel Reimbursements and Reimbursements as set forth in Exhibit A hereto and this Section 4, subject to the terms contained in Sections 2.1 and 2.2 of the Agreement between MISO and Entergy Services, Inc. (Entergy), on December 19, 2013, (Reimbursement Agreement). E-RSC Directors and Working Group members will submit expenses, approved by the ERSC Director, to MISO via e-mail. MISO will review the expense forms and receipts submitted for the appropriate ERSC Director approval signatures. MISO will make every attempt to reimburse E-RSC Directors and Working Group members in a timely manner. MISO will reimburse approved expenses either via check or electronic payment.

MISO shall invoice Entergy for payment of such expenses as set forth in Section 2.2 of the Reimbursement Agreement.

5. Requests for Changes in Services.

a) E-RSC, in writing, may request changes in the Services listed in Exhibit A.

b) If MISO is willing to perform the requested service and the parties agree upon the scope and description of such service, then the parties shall amend Exhibit A. If MISO is unwilling to perform the requested service, MISO shall promptly notify the E-RSC. MISO is under no obligation to perform services not defined in this Agreement.

6. Termination.

a) MISO may terminate this Agreement without cause by written notice to the E-RSC, which termination shall be effective as of the date that is 30 days following the E-RSC's receipt of that notice or such later date as MISO may provide. However, nothing in this Section 6 shall preclude MISO's right to terminate this Agreement upon fifteen (15) days notice, in the event of a dispute between Entergy and MISO regarding payment under Section 2.2 of the Reimbursement Agreement. MISO shall perform Services requested by E-RSC after such termination notice has been provided and prior to the termination of this Agreement. The E-RSC shall authorize payment for Services, E-RSC Travel Reimbursements and Reimbursements to MISO for all Services performed and E-RSC Travel Reimbursements and Reimbursements incurred through the date of termination.

b) The E-RSC may terminate this Agreement without cause by written notice to MISO, which termination shall be effective as of the date that is 30 days following MISO's receipt of that notice or such later date as the E-RSC may provide. The E-RSC shall authorize payment for Services, E-RSC Travel Reimbursements and Reimbursements incurred under this Agreement through the date of termination.

7. Mutual Warranties. Each party warrants to the other party that (i) it possesses full power and authority to enter into and perform this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized; and, (iii) performance under this Agreement shall not violate any federal, state or municipal laws, rules or regulations.

8. Taxes. MISO shall pay all taxes required by law in connection with this Agreement, including, without limitation, sales, use, license, storage, and similar

taxes, and shall secure all licenses and permits, pay all charges and fees necessary for the performance of this Agreement.

9. Assignment; Subcontracting. MISO may, upon sixty (60) days written notice to the E-RSC, assign, transfer or subcontract all or any part of its obligations under this Agreement to an MISO affiliate or to a party which enters into an agreement of merger or acquisition with MISO. Otherwise, MISO must obtain written consent from E-RSC prior to an assignment or transfer of its obligations under this Agreement to any other party.

10. Non-exclusive Relationship. Notwithstanding anything else to the contrary, this Agreement shall not be construed to impair or restrict either party's right to enter into any agreement or understanding with any other person, entity or enterprise, or to perform the services itself either during the term of this Agreement or following the termination or expiration of this Agreement, for the provision of the same or similar services provided by MISO under this Agreement in any manner whatsoever.

11. Miscellaneous.

a) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The parties hereby agree and submit to the jurisdiction of the federal or state courts located in Arkansas and agree that any action or proceeding with respect to this Agreement, shall be brought only in federal or state court with appropriate subject matter jurisdiction, located in Pulaski County, Arkansas. Each party agrees that it may be served with process at the address set forth in subsection (d) below.

b) Effects of Headings. Headings to articles and paragraphs of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

c) Non-waiver. No waiver of any provisions of this Agreement and no consent to any default under this Agreement by either Party shall be effective unless the same shall be in writing and signed by or on behalf of such Party. No course of dealing or failure of a Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by a Party of any default by the other Party shall not be deemed a waiver of any other default.

d) Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be made by certified mail, return receipt requested, or by an overnight mail service having a record of receipt and addressed as follows:

If to MISO:

Stephen
~~Steven~~ G. Kozey
General Counsel
Midcontinent ISO.
PO Box 4202
Carmel, IN 46082-4202

Address for overnight delivery:
701 City Center Dr.
Carmel, IN 46032

If to E-RSC:

Eric Skrmetta
E-RSC President
433 Metairie Road, Suite 406
Metairie, LA 70005

Either party may change its address by notice given to the other party in the manner set forth above. All notices shall be effective upon receipt, or upon attempted delivery where proper delivery was refused or rejected.

e) Severability. Should any part of this Agreement for any reason be declared invalid by court order or by order of any regulatory agency, such order shall not affect the validity of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part or portion which may, for any reason, be declared invalid.

f) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

g) Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, oral or written, between the parties concerning the subject matter hereof. No modification or amendment of the terms of this Agreement shall be effective except through a writing executed by both parties.

h) Survival. Any term of this Agreement which by its nature extends beyond expiration or termination of the Agreement shall remain in effect until fulfilled and shall apply to respective successors and assigns.

i) No Third Party Beneficiary. With the exception of the parties to this Agreement and their permitted successors and assigns, the Parties do

not intend to confer, and there shall not exist, any right on the part of any person, entity or enterprise to claim any right, remedy or benefit under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the Effective Date.

~~Midwest~~ **Midcontinent
Independent Transmission
System Operator, Inc.:**

Entergy Regional State Committee, Inc.


Authorized Signature


Authorized Signature

Stephen G Kozey
Name (Please Print)

Eric Skrametta
Name (Please Print)

Sr. VP, GC & Sec.
Title

E-RSC President
Title

E-RSC & MISO SERVICE AGREEMENT EXHIBIT A

A. MISO shall perform the following services for the E-RSC on a "time and materials" basis, (collectively, Service or Services):

1. Staff Secretary Services will be provided at an hourly rate of \$140.00. This Service includes making preparations for and attending E-RSC meetings. The E-RSC Staff Secretary will facilitate all E-RSC meetings to include: distribution of meeting agendas; ensure the E-RSC meeting minutes are available after each E-RSC meeting; document and follow up on items at the request of the E-RSC; and manage the E-RSC budget.
2. Logistical and Administrative Services will be provided at an hourly rate of \$140.00. This Service includes making arrangements for E-RSC meeting times and places, including sufficient overnight accommodations, if needed.
3. Accounting Services will be provided at an hourly rate of \$140.00. This Service includes accounting support for processing expense reimbursements; validation and invoicing of expenses; audit of records; and, budget development and reporting.
4. Cost Benefit Analysis Services may be provided at an hourly rate to be mutually agreed upon by the parties. This Service includes, without limitation, studies and modeling conducted on behalf of the E-RSC.
5. Facilitate ad hoc studies, assessments and prepare other reports as requested and directed by the E-RSC. The scope of any study, assessment or report will be determined and mutually agreed upon at the time of the request. These studies may be completed on a "time and materials" basis or for a fixed fee.

B. E-RSC Travel Reimbursements and Reimbursements

1. E-RSC, E-RSC members, their delegated representatives, and/or respective governmental agencies, shall be reimbursed for all costs and expenses incurred consistent with the E-RSC travel policy (E-RSC Travel Reimbursements). MISO shall be reimbursed for all costs and expenses incurred consistent with the E-RSC travel policy and for any other costs reasonably incurred on behalf of the E-RSC (Reimbursements).
2. Travel Policy. All E-RSC Travel Reimbursements and Reimbursements for travel expenses incurred on behalf of the E-RSC shall be in accordance with the E-RSC Travel Policy in effect at the time such travel cost is incurred. The E-RSC Travel Policy may be found at www.misoenergy.org.

C. Limitation on Services, E-RSC Travel Reimbursements, and Reimbursements

Payments for Services, E-RSC Travel Reimbursements and Reimbursements are made from funds provided to MISO by Entergy which are payable to MISO in accordance with the Reimbursement Agreement. Notwithstanding anything contained herein, MISO's obligation to perform pursuant to this Agreement is limited by and to the extent Entergy provides MISO with the funds to pay for Services, E-RSC Travel Reimbursements and Reimbursements. Subject to Section 4, nothing contained herein shall obligate MISO to pay E-RSC Travel Reimbursements and Reimbursements with funds not solely received by MISO from Entergy or perform Services without payment.