O-25- 28

ORDINANCE NO. ______

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MISO ENERGY MANAGEMENT SERVICES AGREEMENT WITH TENASKA POWER SERVICES COMPANY FOR PORTFOLIO MANAGEMENT SERVICES FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; PROVIDING A RATE COVENANT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock Electric Department ("NLRED") manages the city-owned electric utility system for the City of North Little Rock ("City"), providing electric service to areas in North Little Rock, Sherwood, and surrounding areas within Pulaski County, Arkansas; and

WHEREAS, pursuant to Ordinance No. 9376, adopted July 12, 2021, the City Council defined "Portfolio Management Services for the City of North Little Rock Electric Department" to be a professional service under Ark. Code Ann. § 19-11-801, et. seq., such services to include bilateral trading services for the purchase of wholesale power, portfolio management services, regulatory reporting services, and MISO (Midcontinent Independent System Operator) support services; and

WHEREAS, in 2024, in accordance with state law, the City issued a Request for Proposals for Portfolio Management Services for NLRED; and

WHEREAS, after evaluating the responses, NLRED staff has determined that Tenaska Power Services Company ("Tenaska") is the most suited and best qualified entity to provide portfolio management services to NLRED; and

WHEREAS, Arkansas law codified at A.C.A. 14-203-115(b) under the Municipal Electric System Financing Act allows for cities to enter wholesale power contracts that are payable by and from the rates collected by the City's electric utility, and include covenants that rates will be adequate to meet the City's obligations under the contract so long as the contract is approved by ordinance and the ordinance is published one (1) time in a newspaper of general circulation in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are authorized to enter into an agreement with Tenaska Power Services Co. (substantially similar to Exhibit A attached hereto).

SECTION 2: That the agreement approved by this Ordinance contains certain rate covenants as allowed by the Municipal Electric System Financing Act codified at A.C.A. § 14-203-101, et seq.; therefore, this Ordinance shall be published one (1) time in a newspaper of general circulation in the municipality.

SECTION 3: That the costs associated with this Ordinance and the contract authorized by this Ordinance shall be paid from the Electric Department Budget.

SECTION 4: That it is found and determined that the services provided by the contract approved by this ordinance are essential to the efficient operation of the North Little Rock Electric Department and will protect the City's electric customers from increases in the cost of utility service; therefore, an emergency is declared to exist and this Ordinance being immediately necessary for the preservation of the public peace, health and safety of the population shall be in full force and effect from and after its passage and approval.

PASSED:

____

APPROVED:

____
Mayor Terry C. Hartwick

SPONSOR:

TERRY C Hartwick by AF
Mayor Terry C. Hartwick

ATTEST:

____
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

____
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED 10:50 A.M. __ P.M.
By A. Fields
DATE 4.22.25
Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas
RECEIVED BY S. Ussery

AMENDED AND RESTATED MISO ENERGY MANAGEMENT SERVICES AGREEMENT

This Amended and Restated MISO Energy Management Services Agreement ("***Agreement***") is executed on April [__], 2025 ("***Effective Date***") between The City of North Little Rock, Arkansas, a municipal corporation organized as a City of the First Class under Arkansas law and conducting business as the North Little Rock Electric Department ("***Customer***") and Tenaska Power Services Co. ("***TPS***"), a Nebraska corporation. Customer and TPS are also referred to individually as "***Party***" and collectively as the "***Parties***" in this Agreement.

This Agreement consists of and is governed by the Base Agreement and the General Terms and Conditions attached hereto, together with attached exhibits incorporated by reference in this Agreement.

RECITALS

WHEREAS, the Parties executed that certain MISO Support Services Agreement dated as of November 14, 2016, as amended, which is amended and restated by this Agreement;

WHEREAS, Customer has the obligation to serve electric load for the service territory identified on Exhibit B (the "***Load***");

WHEREAS, TPS desires to perform Services (as defined herein) for the Load subject to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and TPS agree as follows:

BASE AGREEMENT

1. DESIGNATION

Except for the appointment of TPS as the representative of the Load with MISO under Section 2 of this Base Agreement, no Party will be an agent, partner, joint venturer, or legal representative of any other Party for any purpose whatsoever, and no Party is authorized to assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party to any Third Party in any manner whatsoever; *provided, however*, that Customer authorizes TPS to act, and TPS agrees to act, as Customer's provider of Services in accordance with the terms of this Agreement, the Governing Rules, and Prudent Industry Practice.

The relationship of Customer with TPS as set forth in this Agreement is one of an independent contractor.

2. SERVICES

A. Reserved.

B. Market Participant Services. Customer will be the Market Participant for the Load. Customer will be responsible for determining its level of participation in the MISO markets. With respect to communications, the following applies:

(a) TPS will communicate and transact with MISO as Customer's representative and in accordance with all Governing Rules for the Load.

(b) TPS will use commercially reasonable efforts to communicate with MISO in matters concerning the provision of Products, including, without limitation, information required in connection with management of Load requirements.

TPS's role as representative of the Load for MISO activities is limited to administrative duties as authorized under this Agreement. Customer will provide TPS with appropriate digital certificates and other authorizations to enable TPS to have access to Customer Market Participant account and enable TPS to communicate with MISO related to Customer Market Participant account, to submit bids to MISO on behalf of the Load, to obtain data concerning the Load, and to obtain information concerning the status of Customer's credit position with MISO.

C. Capacity. TPS shall work with the Customer to develop bidding strategies prior to each MISO Capacity auction, and shall submit bids to buy Capacity in MISO Capacity auctions using Customer's account as necessary or desirable; *provided* that Customer must provide any bids to TPS at least two (2) Business Days prior to the close of the applicable auction period. Upon Customer's request, TPS will, in its capacity as Customer's representative, seek opportunities to enter into Transactions with Third Parties for the purchase of Capacity, and TPS will present to Customer those opportunities that TPS desires Customer to consider. Upon Customer's approval, and to effectuate any Transactions with Third Parties of Capacity, TPS will sell such Capacity to Customer under a Bilateral Transaction in accordance with, and expressly subject to, the terms and conditions of this Agreement, including, for the avoidance of doubt, Section 7.6 of the General Terms and Conditions; *provided* that, if TPS determines TPS will not enter into such Bilateral Transaction for Capacity for any reason, TPS will, as approved by Customer, facilitate the Transaction between Customer and a Third Party with Customer as principal (the services described in the two preceding sentences, the "***Capacity Hedging Services***"). For the avoidance of doubt, any Bilateral Transactions entered by TPS and Customer for Capacity, including such Transactions described in Section 2J(b) of the Base Agreement, will be at a price and on other terms mutually agreed by the Parties. TPS will make all required Capacity related submissions via MISO's capacity scheduling system.

D. Load Forecasting and Portfolio Modeling. Customer will provide TPS the most accurate historical and projected information so that TPS may develop or cause to be developed a Load Forecast, a Long-Term Load Forecast, and a Portfolio Model, as those terms are defined in this Section 2D, including (i) details regarding Customer's existing hedge transactions and any new hedge transactions, (ii) details regarding Customer's generation assets, including any updates to those assets, sufficient for TPS to develop expected generation forecasts, and (iii) any other information reasonably requested by TPS (all such information, collectively, the "***Customer Information***").

(a) Load Forecasting Services. Based on the Customer Information, TPS will develop or cause to be developed an hourly weather-adjusted written load forecast of Energy requirements (the "***Load Forecast***") setting forth Customer's projected hourly Load Forecast for the following seven days; *provided* that Customer supplies TPS with at least three years, and preferably up to five years of historic hourly consumption information for each meter on Customer's system.

(b) Long-Term Load Forecasting Services. Based on the Customer Information, TPS will develop or cause to be developed a long-term load forecast for Resource Adequacy as required by MISO (the "***Long-Term Load Forecast***"). The Long-Term Load Forecast will include:

    (i) Non-coincident peak demand and energy for load forecasts for the upcoming planning years, on a monthly basis for forecast years 1 and 2, and on a seasonal basis for forecast years 3 through 10, as each such period is described in the MISO Rules.

    (ii) Coincident peak demand forecast for the upcoming planning year.

    As part of the requirements outlined above, TPS will provide to Customer the following forecast information on an ongoing yearly basis:

    (i) Monthly net energy for load (GWh) for June of year 1 through May of year 3.

    (ii) Summer and Winter net energy for load (GWh) for Summer of year 3 through Winter of years 10 and 11.

    (iii) Monthly non-coincident peak demand for June of year 1 through May of year 3.

    (iv) Summer and Winter non-coincident peak demand for Summer of year 3 through Winter of years 10 and 11.

    (v) Summer of year 1 MISO coincident peak demand.

    (vi) Summer of year 1 Zonal coincident peak demand.

    TPS will develop the Long-Term Load Forecast following the rules, guidelines, and deadlines provided by MISO, and will prepare suitable documentation on the process TPS utilized in developing the Long-Term Load Forecast for Customer to submit to MISO. This documentation will be based on MISO's suggested reporting template, and will include the appropriate descriptions of methodology, data, estimation, forecast variables, and results.

(c) Portfolio Modeling Services. Based on the Customer Information, TPS will develop or cause to be developed a portfolio model (the "***Portfolio Model***"). TPS will enter existing hedges and model forecasted load and generation using TPS's energy trading and risk management platform to provide accurate position reporting in the Portfolio Model. TPS will update the Portfolio Model with new or revised Customer Information sent in writing by Customer to TPS no later than two (2) Business Days following TPS's receipt of such Customer Information. Resulting position reporting information will be made available to Customer in a web-based dashboard in a form and format determined by TPS. The services described in this Section 2D(c) shall collectively be referred to as the "***Portfolio Modeling Services***" in this Agreement.

E. Energy Demand Bids. TPS will submit all energy demand bids for Load as furnished to TPS by Customer consistent with the MISO Rules.

F. MISO Credit Monitoring. TPS will continually monitor Customer's Market Participant credit requirement with MISO and will keep Customer informed of all requirements in a timely manner, so that Customer can maintain compliance with MISO's credit requirements.

G. MISO Market Rules. TPS will use commercially reasonable efforts to communicate to Customer contemplated MISO Rules changes pertaining to Customer's market participation.

H. Shadow Settlement Services. TPS will use its proprietary data management and calculation engine, PowerTools Platform®© ("***PTP***"®) to shadow settle all MISO settlement statement versions regarding the Load. TPS will analyze discrepancies found between TPS's internally generated settlement statements and MISO's settlement statements and will report any significant discrepancies to Customer. Customer will provide TPS parameters for further investigation of such discrepancies and filing of disputes with MISO. For discrepancies falling within Customer's parameters, TPS will file disputes with MISO on behalf of Customer, will manage these disputes with MISO, and will regularly provide Customer a status report on all relevant filed disputes. TPS will also review all additional MISO settlement statements to verify MISO has made requested changes to prior statements and to verify the accuracy of any additional MISO charges and credits. TPS is authorized to receive from MISO historic and real time data collected by MISO from, or provided to MISO by, Customer with respect to the Load. TPS is authorized to have access to Customer's Market Participant account at MISO to review MISO's bills and settlement statements concerning the Load.

I. Scheduling Services. TPS will submit all Energy and Capacity bids for the Load as furnished to TPS by Customer consistent with the MISO Rules and in accordance with Section 3 of the General Terms and Conditions.

J. Trading Services. TPS agrees to perform the following services for Customer (collectively, the "***Trading Services***") to assist Customer in meeting Customer's trading goals:

(a) TPS will maintain an open dialogue with Customer regarding Customer's hedging goals, including volumes, market pricing, and desired Transaction timelines.

(b) TPS may seek opportunities to optimize Customer's excess Products if available. For any such Transaction opportunities identified by TPS and approved by Customer, the Parties may mutually agree to enter into a Bilateral Transaction to sell Customer's excess Products at a price and on other terms mutually agreed by the Parties.

(c) TPS will present to Customer for its review any relevant hedging opportunities which TPS is able to identify. Customer grants TPS the right to purchase (or facilitate the purchase) from a Third Party and subsequently sell and deliver to Customer (or facilitate the sale and delivery to Customer) Energy that is needed to meet the Load requirements, and in all cases in accordance with, and expressly subject to, the terms and conditions of this Agreement, including, for the avoidance of doubt, Section 7.6 of the General Terms and Conditions, and the Governing Rules (such services, the "***Energy Hedging Services***").

Unless the Parties mutually agree otherwise in writing, TPS shall have the exclusive right to provide Energy Hedging Services to Customer and the Load with respect to any Transactions for Energy to be procured from Third Parties (other than MISO) with a term of two (2) years or less (each, a "***Short Term Transaction***"). For the avoidance of doubt, TPS shall not have the exclusive right to provide Energy Hedging Services to Customer and the Load with respect to any Transactions for Energy to be procured from Third Parties (other than MISO) that are physically-settled beyond such period (each a "***Long Term Transaction***"). For purposes of this Agreement, "***Hedge Transaction***" shall mean any Short Term Transaction and/or Long Term Transaction.

To facilitate TPS's performance of Energy Hedging Services, Customer will, from time to time or promptly upon TPS's request, notify TPS in writing of Customer's Target Energy Price (as defined herein) for a given contemplated Hedge Transaction. Such notification by Customer shall include Customer's Target Energy Price for the Hedge Transaction and other information related to the Hedge Transaction, including the applicable time period (*i.e.*, for a specific Month or other time period), when Customer desires to enter the Hedge Transaction, other factors related to the Hedge Transaction, such as on-peak or off-peak and standard time-of use or around-the-clock, and any other information reasonably requested by TPS.

In performing Energy Hedging Services, TPS will seek opportunities to optimize the Load and may present Customer with potential Short Term Transactions. For any Short Term Transaction TPS enters into in accordance with the Load parameters provided by Customer, TPS will, as principal, purchase Energy from a Third Party in a Third Party Transaction and resell the Energy to Customer at a price and on other terms mutually agreed by the Parties pursuant to a Bilateral Transaction. If TPS determines that TPS will not enter into a Short Term Transaction as principal for any reason, TPS will, as approved by Customer, facilitate the sale of the Energy related to such Short Term Transaction to Customer and from a Third Party, in both cases, with Customer as principal; *provided* that Customer shall not enter into any Short Term Transaction with any Third Party that is not facilitated by and consummated through TPS.

In performing Energy Hedging Services, TPS will seek opportunities to optimize the Load and may present Customer with potential Long Term Transactions. For any identified Long Term Transaction approved by Customer, TPS will facilitate the sale of the Energy to Customer and from a Third Party, in both cases, with Customer as principal; *provided* that, notwithstanding the foregoing, Customer and TPS may agree that TPS will, as principal, enter into a Long Term Transaction to purchase Energy from a Third Party pursuant to a Third Party Transaction and resell the Energy to Customer at a price and on other terms mutually agreed by the Parties pursuant to a Bilateral Transaction, as applicable.

K. ARR and FTR Services. For each Annual ARR Allocation process, TPS will provide Customer with a summary of the historical value of Customer's selected candidate ARR paths over the past three (3) years. TPS and Customer will determine the set of candidate ARRs, if any, to nominate in each round of the Annual ARR Allocation process. TPS will prepare submission files for each round of the process, specifying the quantities per ARR path which Customer wishes to submit to MISO, and will submit the nomination files to the market portal for Customer. TPS will assist with summarizing the ARR nomination results and awards. For any awarded ARRs that are settled in the Annual FTR Auction, TPS will provide a summary of the total revenue. For any awarded ARRs that Customer elects to convert to FTRs in the Annual FTR Auction process, TPS will prepare bid files and submit them into Round 1 of the Annual FTR Auction.

For each Annual FTR Auction and Monthly FTR Auction, TPS will assist Customer in managing its basis exposure related to hedging activity. TPS will develop and provide Customer with bid and offer files for submission to the FTR Auction and TPS will submit Customer's FTR bids and offers to the MISO auction portal. Upon Customer request, TPS' FTR Auction support will include credit exposure calculations for FTR participation. TPS will assist with summarizing the FTR results and awards.

The services described in this Section 2K shall collectively be referred to as the "***ARR and FTR Services***" in this Agreement. As part of the Portfolio Management Services Fee in Section 3D below, TPS shall perform: (i) ARR and FTR Services that are directly related (by Source/Sink/Delivery Point) to Customer's generation or hedges within MISO boundaries; and (ii) a reasonable number of ARR and FTR Services, as determined by

TPS, that are directly related (by Source/Sink/Delivery Point) to generation resources or hedges proposed by Customer. TPS may perform additional ARR and FTR Services for Customer for an additional fee that may be negotiated between the Parties.

L. Implementation Agreement. The Parties agree that when Customer consents to its first Bilateral Transaction with TPS related to this Agreement, the Parties will execute the Implementation Agreement if they have not done so already. All Bilateral Transactions between the Parties related to this Agreement shall be entered under and governed by the Implementation Agreement. The Parties acknowledge that unless and until an Implementation Agreement is executed, the Parties will be unable to enter into Bilateral Transactions related to this Agreement.

3. PAYMENT FOR SERVICES

A. Fixed Monthly Fee. Commencing on the Commencement Date and continuing throughout the Term, Customer will pay TPS a fixed Monthly fee of ten thousand one hundred thirty-four Dollars and sixteen Cents ($10,134.16) ("***Fixed Monthly Fee***"); *provided* that the Fixed Monthly Fee shall increase by the Escalator on the first Day of the Month of each anniversary of the Commencement Date.

B. Long-Term Load Forecasting Services Fee. Customer will pay TPS an annual fee of seven thousand, five hundred Dollars ($7,500) ("***Long-Term Load Forecasting Services Fee***") to be invoiced each November during the Term.

C. Portfolio Modeling Set-Up Fee. TPS shall charge a one-time fee for modeling Customer's portfolio in TPS's system (the "***Portfolio Modeling Set-Up Fee***"). TPS will invoice Customer a Portfolio Modeling Set-Up Fee equal to thirty-five thousand Dollars ($35,000) as part of TPS's first normal Monthly invoice issued following the Effective Date.

D. Portfolio Management Services Fixed Monthly Fee. For performance of Portfolio Modeling Services, Trading Services, and ARR and FTR Services (collectively, "***Portfolio Management Services***"), Customer shall pay TPS a fee equal to twenty five thousand Dollars ($25,000) each Month (the "***Portfolio Management Services Fixed Monthly Fee***"), beginning on the Commencement Date and continuing throughout the Term; *provided* that the Portfolio Management Services Fixed Monthly Fee shall increase by the Escalator on the first Day of the Month of each anniversary of the Commencement Date.

E. Brokerage Margin Fee. Customer shall pay TPS a "***Brokerage Margin Fee***" for each Transaction entered by Customer with a Third Party in which TPS does not take title to the applicable Product if the Transaction was initially presented to Customer by TPS. Customer and TPS may agree in writing to waive one or more of the preceding conditions.

Unless Customer and TPS agree in writing to a different amount, the Brokerage Margin Fee shall be equal to one and one-half percent (1.50%) of the Transaction Value applicable to any such Transaction. For the avoidance of doubt, the entire Brokerage Margin Fee for a given Transaction shall be calculated at the time such Transaction is entered into and invoiced in the Month immediately following the later of (i) the execution date of such Transaction, or (ii) the date that TPS determines the Transaction Value applicable to such Transaction. "***Transaction Value***" means, with respect to a Transaction, the total contract price of the Transaction (*e.g.*, for a Transaction of Energy, the Transaction Value would be calculated as the price for the Energy (in $/MWh) multiplied by the quantity of Energy (in MWh), for the applicable Transaction of Energy). Customer shall promptly (or at any time upon TPS's reasonable request) provide TPS with a copy of any executed contracts memorializing a Transaction subject to a Brokerage Margin Fee so that TPS may properly determine the applicable Transaction Value.

F. Reserved.

G. Pass Through Amounts and Reimbursements. Except when specified otherwise under this Agreement, Customer shall pay TPS (i) all amounts TPS is required to pay MISO (or to Third Parties, if applicable) directly applicable to the procurement, scheduling, and delivery of Products, and (ii) all other applicable Pass Through Amounts incurred by TPS. Notwithstanding anything to the contrary, no amounts shall be recovered twice pursuant to this paragraph.

4. TERM

(a) All Services and the obligation to pay fees under this Agreement, other than the Portfolio Modeling Set-Up Fee, shall be effective as of the Commencement Date and continue throughout the Term unless provided otherwise in this Agreement. All other terms, provisions, and obligations, including the Portfolio Modeling Set-Up Fee and Pass Through Amounts, shall be effective as of the Effective Date of this Agreement. This Agreement shall have a primary term beginning on the Commencement Date and expiring at 11:59:59 PM EST on the last Day of the Month in which the third (3rd) anniversary of the Commencement Date occurs (the "***Initial Term***"). Upon expiration of the Initial Term, this Agreement shall then automatically renew and extend for successive one hundred and eighty (180) Day periods (each a "***Renewal Term***") unless either Party provides written notice of non-renewal to the other Party no later than sixty (60) Days prior to the expiration of the Initial Term or any Renewal Term (as applicable).

(b) Notwithstanding any of the above, a party may terminate this Agreement without further liability by providing thirty (30) calendar days' written notice to the other party, if MISO, FERC or NERC issues any rules, orders, regulations, or interpretations thereof, that in the terminating party's reasonable judgment would cause a material adverse impact upon the terminating party.

(c) Customer represents and warrants to TPS that the fiscal year of Customer is January 1 to December 31 of each calendar year (the "***Fiscal Year***"), and Customer has amounts appropriated for and legally available to pay TPS for all fees under this Agreement for the Fiscal Year in 2025. TPS and Customer acknowledge and agree that it is their express intent to comply with all State of Arkansas laws concerning the sufficiency of Customer appropriations and the legal ability of Customer to enter into binding contracts and agreements. In accordance with Ark. Const. Article 12, Section 4, the obligation of Customer to pay TPS for fees under this Agreement in any Fiscal Year is subject to amounts appropriated for and legally available to Customer for such purposes during such Fiscal Year, and that Customer's obligations to pay TPS for fees under this Agreement shall be from Fiscal Year to Fiscal Year only and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year after December 31, 2025. Customer shall use best efforts to obtain the appropriation of sufficient legally available amounts to pay TPS for fees under this Agreement. Customer shall notify TPS in writing if, at any time during a Fiscal Year, but in no event later than December 1 of such Fiscal Year, Customer believes or expects that Customer will fail, for any reason, to obtain the appropriation of sufficient legally available amounts to pay TPS for fees under this Agreement that will be due during the next ensuing Fiscal Year. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of Customer within the meaning of any constitutional or statutory debt limitation under State of Arkansas laws. If by December 31 of any Fiscal Year, Customer has failed to obtain such appropriation during the next ensuing Fiscal Year, then an "***Event of Non-Appropriation***" shall be deemed to have occurred on the first calendar day thereafter. Upon an Event of Non-Appropriation, the following shall apply: (i) TPS shall have no obligation to provide any Services and Customer shall have no obligation to pay TPS for fees under this Agreement during the Fiscal Year in which Customer failed to obtain the appropriation of sufficient legally available amounts to pay TPS for fees under this Agreement, (ii) during the Term, all other obligations created by this Agreement will remain binding and in effect during such Fiscal Year, including the exclusivity obligations provided by Section 5 of the General Terms and Conditions, and (iii) if Customer is able to obtain the appropriation of sufficient legally available amounts to pay TPS for fees under this Agreement for the Fiscal Year following the Fiscal Year subject to such Event of Non-Appropriation, then TPS shall resume performance of Services and Customer shall resume payment of fees to TPS under this Agreement for the Fiscal Year in which Customer obtained such appropriation. At any time after an Event of Non-Appropriation, Customer may cure the failure to appropriate described in the preceding sentences through the enactment of other appropriation providing sufficient legally available amounts to pay TPS for fees under this Agreement (in which case, Customer shall immediately notify TPS in writing, the Event of Non-Appropriation shall be rescinded, and, for the remainder of the applicable Fiscal Year, TPS shall resume performance of Services, and Customer shall resume payment of fees to TPS under this Agreement). Customer shall remain liable to TPS for any amounts due or accrued prior to an Event of Non-Appropriation, regardless of whether such Event of Non-Appropriation is later rescinded. For the avoidance of doubt, in the event of a Non-Appropriation Termination, Customer agrees not to hire a Third Party to provide the Services performed by TPS hereunder (or any similar services) during the Term, and Customer shall not to initiate any transactional relationship that bypasses TPS in favor of any other individual or entity in connection with this Agreement or the Services performed hereunder, or interfere with, circumvent or attempt to circumvent, avoid, by-pass, obviate, or frustrate, whether directly or indirectly, TPS's interest in the Agreement.

(d) Notwithstanding anything to the contrary in any provision of this Agreement, but without limiting the Parties' obligations under Section 4(d) of the Base Agreement, if, on the date this Agreement would expire or otherwise terminate, MISO still recognizes TPS as the representative for Customer's Market Participant account, then this Agreement shall continue (and the terms of this Agreement shall survive) until the date that MISO has confirmed that its systems no longer reflect TPS as the representative for Customer's Market Participant account.

(e) If TPS ceases to be the representative for the Load and Transactions due to the expiration or earlier termination of this Agreement or any other reason, or if TPS is performing the Services solely pursuant to the application of Section 4(c) of the Base Agreement, TPS shall cooperate with Customer's reasonable requests to transition Services hereunder (including executing any consents or documents provided by Customer as necessary for Customer to remove TPS as representative of the Load and Transactions), and Customer will be responsible for notifying MISO and any Third Parties, if applicable, involved or relating to this Agreement of such. In the event that, after the expiration or earlier termination of this Agreement, TPS receives statements or invoices from MISO or other Third Parties related to Customer or pertaining to the Load or any Transactions after the expiration or earlier termination of this Agreement, as outlined in Section 7.8 of the General Terms and Conditions, TPS shall pass through charges reflected in those statements or invoices to Customer, as outlined in Section 6.1 of the General Terms and Conditions, and Customer shall be responsible for payment. This Section 4(d) of the Base Agreement shall survive the expiration or earlier termination of this Agreement.

(f) For the avoidance of doubt, from and after the Effective Date and for the duration of the Term, no Party shall have any right to terminate this Agreement early or otherwise exercise a non-renewal of this Agreement except to the extent expressly permitted under the terms of this Agreement or as otherwise mutually agreed by the Parties in writing.

[*Signature Page to follow*]

WITNESS that the Parties have executed this Agreement effective as of the Effective Date.

TENASKA POWER SERVICES CO.	**NORTH LITTLE ROCK ELECTRIC DEPARTMENT**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________

GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS

As used in this Agreement and any of its amendments, and in addition to other terms elsewhere defined in this Agreement, each of the following terms will have the indicated meanings. Capitalized terms not otherwise defined in this Agreement, however, have the same meanings defined in the Governing Rules.

"***Affiliate***" means, with respect to any Person, (i) any other Person, directly or indirectly, controlling, controlled by, or under common control with such Person, (ii) any other Person under the joint control, directly or indirectly, of such Person, or (iii) any officer, director, or employee of any Person described in subsection (i) or (ii) of this paragraph. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"***Affected Party***" has the meaning given that term in Section 8.3 of the General Terms and Conditions.

"***AFOIA***" has the meaning given that term in Section 14.1(f) of the General Terms and Conditions.

"***Agreement***" has the meaning given that term in the Recitals.

"***Annual ARR Allocation***" has the meaning given the term in the MISO Rules.

"***Applicable Laws***" means any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, directive, guideline, protocol, or policy (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any governmental authority with jurisdiction over a Customer Load or TPS, or the Services to be performed under this Agreement.

"***ARR and FTR Services***" has the meaning given that term in Section 2K of the Base Agreement.

"***Auction Revenue Rights***" or "***ARR***" has the meaning set forth in the MISO Rules.

"***Assessments***" has the meaning given that term in Section 8.3 of the General Terms and Conditions.

"***Bilateral Transaction(s)***" shall mean a Transaction or series of Transactions between TPS and Customer pursuant to the terms of the Implementation Agreement.

"***Brokerage Margin Fee***" has the meaning given that term in Section 3E of the Base Agreement.

"***Business Day***" means any day on which Federal Reserve member banks in Texas are open for business.

"***Business Hours***" shall mean the consecutive hours from 8:00 a.m. to 5:00 p.m. Central Prevailing Time on Business Days.

"***Capacity***" means any capacity used to meet reliability requirements or the ability to generate and provide or deliver a Product and includes the meaning defined in the Governing Rules.

"***Capacity Hedging Services***" has the meaning given that term in Section 2C of the Base Agreement.

"***Central Prevailing Time***" shall mean prevailing time as applicable to the central time of the United States.

"***Customer***" has the meaning given that term in the Recitals.

"***Customer's Revenues***" has the meaning given that term in Section 7.6(c) of the General Terms and Conditions.

"***Customer Information***" has the meaning given that term in Section 2D of the Base Agreement.

"***Code***" has the meaning given that term in Section 15.1(i) of the General Terms and Conditions.

"***Commencement Date***" means the later of (i) the Effective Date or (ii) January 1, 2025.

"***Confidential Information***" has the meaning given that term in Section 14.1(a) of the General Terms and Conditions.

"***Credit Exposure***" shall mean the net amount one Party would owe the other Party if all transactions between the Parties were closed out and terminated, and all obligations under this Agreement were accelerated and netted against amounts the other Party would owe such Party on the date of credit calculation to derive the amount of credit exposure faced by one Party to the other Party or a Third Party. This calculation will include amounts owed for delivered Products or Services whether billed or unbilled, and the forward value of committed but undelivered Products and Services. All credit obligations between the Parties with respect to Bilateral Transactions shall be governed by the Implementation Agreement.

"***Credit Support***" means adequate assurance of performance in a form and amount satisfactory to support a Party's Credit Exposure.

"***Day***" shall mean a calendar day.

"***Defaulting Party***" has the meaning given that term in Section 11.2 of the General Terms and Conditions.

"***Due Date***" means the tenth (10th) day after the receipt of the statement or invoice by Customer; *provided, however*, if such day is not a Business Day, the next Business Day.

"***Effective Date***" has the meaning given that term in the Recitals.

"***Energy***" means electric energy.

"***Energy Hedging Services***" has the meaning given that term in Section 2J(c) of the Base Agreement.

"***Escalator***" shall equal three percent (3%).

"***Event of Default***" has the meaning given that term in Section 11.1 of the General Terms and Conditions.

"***Event of Non-Appropriation***" has the meaning given that term in Section 4(c) of the Base Agreement.

"***FERC***" means the Federal Energy Regulatory Commission or any of its successors.

"***Financial Transmission Right***" or "***FTR***" shall have the meaning set forth in the MISO Rules.

"***Fiscal Year***" has the meaning given that term in Section 4(c) of the Base Agreement.

"***Fixed Monthly Fee***" has the meaning given that term in Section 3A of the Base Agreement.

"***FTR Auction***" has the meaning given the term in the MISO Rules.

"***Force Majeure***" has the meaning given that term in Section 13.1 of the General Terms and Conditions.

"***Governing Rules***" has the meaning given that term in Section 8.1 of the General Terms and Conditions.

"***Hedge Transaction***" has the meaning given that term in Section 2J(c) of the Base Agreement.

"***Imaged Agreement***" has the meaning given that term in Section 16.12 of the General Terms and Conditions.

"***Implementation Agreement***" shall mean the ISDA Master Agreement (copyright 2002 by the International Swaps and Derivatives Association, Inc.) including the Schedule, Credit Support Annex, and all other annexes attached thereto, or any other form of master agreement, entered into between TPS and Customer, as such agreement may be amended from time to time.

"***Initial Term***" has the meaning given that term in Section 4A of the Base Agreement.

"***Interest Rate***" means, for any date, the lesser of (i) the per annum rate of interest equal to the *"Prime Rate"* as may from time to time be published in *The Wall Street Journal* under *"Money Rates"* on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent or (ii) the maximum rate permitted by applicable law.

"***ISO***" means Independent System Operator.

"***Load***" has the meaning given that term in the Recitals.

"***Load Forecast***" has the meaning given that term in Section 2D(a) of the Base Agreement.

"***Long-Term Forecast***" has the meaning given that term in Section 2D(b) of the Base Agreement.

"***Long-Term Load Forecasting Services Fee***" has the meaning set forth in Section 3B of the Base Agreement.

"***Long Term Transaction***" has the meaning given that term in Section 2J(c) of the Base Agreement.

"***Market Participant***" has the same meaning as defined in the MISO Rules.

"***Material Adverse Change***" shall mean with respect to a Party, the occurrence of one or more events which, in the commercially reasonable judgment of the other Party, constitutes a material adverse effect on the creditworthiness, financial liquidity, access to capital, financial responsibility or ability of a Party to perform its obligations.

"***MISO***" means MISO Interconnection, LLC.

"***MISO Rules***" means the means the tariffs, market protocols, business practice manuals and other documents governing the operation of the MISO transmission system and MISO markets.

"***Month***" means a calendar month.

"***NERC***" means the North American Electric Reliability Corporation or any of its successors.

"***Non-Defaulting Party***" has the meaning given that term in Section 11.2 of the General Terms and Conditions.

"***Party***" or "***Parties***" has the meaning given that term in the Recitals.

"***Pass Through Amounts***" shall mean, without duplication, all actual, direct Third Party costs incurred by TPS; all charges assessed against TPS by any Governmental Authority and payable by TPS; all credits received by TPS from MISO; and, to the extent expressly stated to be a Pass Through Amount herein, amounts payable to any other Third Party; in each case, that arise due to TPS's performance of the Services in accordance with the terms of this Agreement and excluding

TPS's cost of providing any Credit Support to Customer pursuant to Section 7.6 of the General Terms and Conditions or any Credit Support to MISO or of doing business in MISO generally.

"***Permit***" means, unless otherwise provided, any approval, waiver, exemption, variance, franchise, permit, authorization, license, or similar order of or from any federal, state, county, municipal, or other governmental body, instrumentality, agency, authority, or court having jurisdiction over the matter in question.

"***Permitted Termination***" has the meaning given that term in Section 16.17 of the General Terms and Conditions.

"***Person***" means an individual, corporation, voluntary association, joint stock company, business trust, partnership, limited liability company, municipality (including any municipal electric board, cooperative, power utility, agency, or subdivision), rural electric cooperative, or other entity.

"***Pledgor***" shall have the meaning set forth in Section 7.6(a) of the General Terms and Conditions.

"***Portfolio Management Services***" has the meaning given that term in Section 3D of the Base Agreement.

"***Portfolio Management Services Fixed Monthly Fee***" has the meaning given that term in Section 3D of the Base Agreement.

"***Portfolio Model***" has the meaning given that term in Section 2D(c) of the Base Agreement.

"***Portfolio Modeling Services***" has the meaning given that term in Section 2D(c) of the Base Agreement.

"***Portfolio Modeling Set-Up Fee***" has the meaning given that term in Section 3C of the Base Agreement.

"***Product***" includes Energy and Capacity as defined in the MISO Rules (collectively and individually).

"***Prudent Industry Practice***" means, in respect of the performance under this Agreement, the practices, methods, techniques, standards and acts that, at the time of the performance under this Agreement, are then engaged in or approved by a significant portion of the independent power production and marketing industry and that, in the exercise of reasonable judgment in light of the facts known at the time of performance, would have reasonably been expected to accomplish the desired results. Prudent Industry Practice is not intended to be limited to the optimum practices, methods, techniques, standards and acts to the exclusion of all others, but rather reflect the range of the practices, methods, techniques, standards and acts then generally accepted in the electric industry or operating as a Qualifying Facility, having due regard for, among other things, contractual obligations, Applicable Laws, Permits, and the Governing Rules.

"***PTP®***" shall have the meaning given that term in Section 2H of the Base Agreement.

"***Real Time***" has the same meaning as defined in the Governing Rules.

"***Recording***" has the meaning set forth in Section 16.11 of the General Terms and Conditions.

"***Renewal Term***" has the meaning given that term in Section 4A of the Base Agreement.

"***Representatives***" means each Party's respective directors, officers, employees, attorneys, accountants, auditors, partners, or consultants.

"***Responsible Party***" has the meaning given that term in Section 8.3 of the General Terms and Conditions.

"***RTO***" means Regional Transmission Organization.

"***Secured Party***" shall have the meaning set forth in Section 7.6(a) of the General Terms and Conditions.

"***Service Fees***" shall mean, with respect to a Month, the Fixed Monthly Fee and the Portfolio Management Services Fixed Monthly Fee.

"***Services***" shall mean, collectively, the Capacity Hedging Services, Portfolio Modeling Services, Trading Services, Energy Hedging Services, and ARR and FTR Services, and any other services that TPS and Customer have expressly agreed to under this Agreement.

"***Short Term Transaction***" has the meaning given that term in Section 2J(c) of the Base Agreement.

"***Term***" means the period commencing on the Effective Date through and including the expiration of the Initial Term and any Renewal Term, as applicable, subject in all cases to any early termination of the Agreement as permitted herein.

"***Third Party***" means any Person other than Customer or TPS or their respective Affiliates.

"***TPS***" has the meaning given that term in the Recitals.

"***Target Energy Price***" shall mean a maximum price for Energy (in $/MWh) that Customer desires to pay for Energy to serve its Load pursuant to a Hedge Transaction, as applicable, which Customer communicates to TPS in writing in connection with TPS's performance of Energy Hedging Services as further provided by Section 2J(c) of the Base Agreement.

"***Trading Services***" has the meaning given that term in Section 2J of the Base Agreement.

"***Transaction***" shall mean a particular transaction relating to the scheduling, delivery, sale, and/or purchase of a Product, as applicable. A Transaction may be for any length of time, including, for example, durations as short as one MISO settlement interval, one hour, or one Day.

"***Transaction Value***" has the meaning given that term in Section 3E of the Base Agreement.

The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. Any agreement, instrument, document, rule or law defined or referred to herein means such agreement, instrument, document, rule or law as from time to time amended, modified or supplemented. References to a Person include its successors and permitted assigns. "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular Article, Section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to such agreement or instrument. All references to exhibits, appendices, or attachments in this Agreement, or any agreement or instrument that is governed by this Agreement, are to exhibits, appendices or other attachments (however named) attached to this Agreement or such instrument or agreement governed by this Agreement (as applicable). References to any gender include, unless the context otherwise requires, references to all genders. References to "$" or to "Dollars" or "Cents" shall mean the lawful currency of the United States of America.

[*Intentionally left blank*]

SECTION 2
PERFORMANCE OBLIGATIONS

2.1 Commencement. Upon execution of this Agreement, Customer and TPS will complete and submit any and all Documentation and fulfill any other steps required by MISO, authorizing TPS to act as Customer's representative in communications with MISO to provide Services for the Load in accordance with the terms herein and applicable Governing Rules. TPS's obligations to perform Services under this Agreement shall not commence until the Commencement Date.

2.2 Title.

(a) Where Transactions involving a Product from or pertaining to the Load are transacted and/or settled with MISO, Customer's Market Participant account shall represent the Load and Transactions, and TPS will not take title to such Products sold or delivered to MISO from Transactions utilizing Customer's Market Participant account or provided by MISO to the Load through Customer's Market Participant account.

(b) Where Transactions involving a Product from or pertaining to the Load are transacted between TPS and Customer pursuant to a Bilateral Transaction, TPS, acting on its own behalf as principal and not as agent for Customer, shall (i) purchase Products from Customer under a Bilateral Transaction, or (ii) sell Products to Customer under a Bilateral Transaction, in each case as applicable. All Bilateral Transactions between the Parties shall be entered into under and governed by the Implementation Agreement.

(c) Where Transactions involving a Product from or pertaining to the Load are transacted between Customer and a Third Party (other than MISO), TPS shall not take title to such Products under such Transactions.

(d) For the avoidance of doubt, TPS shall schedule all of Customer's Transactions (including but not limited to Bilateral Transactions) which require scheduling with MISO for Customer subject to and in accordance with this Agreement.

2.3 Standard of Performance Obligations. TPS shall discharge its obligations hereunder in good faith and in a commercially reasonable manner and shall perform the Services in a good, workmanlike manner and in accordance with (i) Prudent Industry Practice, (ii) instructions from Customer, and (iii) the terms of this Agreement.

2.4 Customer Obligations. Customer will abide by any such directives issued by MISO to TPS, which TPS communicates to Customer, and any such directives issued to Customer directly by MISO; however, if in the sole and reasonable judgment of Customer, following MISO's instructions would create a threat to safety or the environment, risk of bodily harm or damage to equipment, Customer will notify TPS immediately of the reason for non-compliance and TPS will communicate such reason to MISO in accordance with the

Governing Rules. Customer retains all other rights, obligations and responsibilities Customer may have under the Governing Rules not specifically designated in this Agreement to be implemented solely by TPS as representative of Customer.

2.5 Customer's Representatives. Customer shall designate in writing at least one representative ("***Customer's Representative***"). Customer's Representatives shall be authorized and empowered to act for and on behalf of Customer as to all obligations of Customer hereunder. Customer may change Customer's Representatives from time-to-time. TPS shall be entitled to rely upon, and Customer shall be bound by, the oral and written communications, directions, requests and decisions made by Customer's Representatives with regard to this Agreement.

2.6 TPS's Representatives. TPS shall designate in writing at least one representative ("***TPS's Representative***"). TPS's Representatives shall be authorized and empowered to act for and on behalf of TPS as to all obligations of TPS hereunder. TPS may change TPSs' Representatives from time-to-time. Customer shall be entitled to rely upon, and TPS shall be bound by, the oral and written communications, directions, requests and decisions made by TPS's Representatives with regard to this Agreement.

SECTION 3
SCHEDULING

3.1 Day-Ahead Requirements. Subject to Customer's election to participate in the Day-Ahead Energy and Operating Reserve Market with respect to any Product relating to the Load or otherwise as may be required under the Governing Rules, Customer shall provide TPS all bids, offers, schedules, and/or other such information relevant to or required by the Governing Rules, pertaining to any Product relating to the Load, to be included for submission to MISO to satisfy all relevant data and information required for participation in the Day-Ahead Energy and Operating Reserve Market (collectively, "***Day-Ahead Schedules***") to the extent TPS does not otherwise possess such information. Such Day-Ahead Schedules shall be provided to TPS (to the extent required pursuant to the immediately preceding sentence) in those time increments, quantities, duration, and terms required by the Governing Rules, for the Load in accordance with this Agreement and in compliance with the Governing Rules in all material respects; each component of Customer's Day-Ahead Schedules (collectively and individually) shall satisfy the requirements of the Governing Rules when provided to TPS. If TPS determines that Customer's Day-Ahead Schedules directly conflict with the requirements of the Governing Rules, TPS shall notify Customer by telephone, in writing, or through other mutually agreed electronic communication on the same Day that such conflict is discovered and shall coordinate with Customer to modify Customer's Day-Ahead Schedules. If such Day-Ahead Schedules cannot be modified or submitted prior to the applicable deadline, TPS shall timely advise Customer of the resulting Day-Ahead submission. Customer shall provide or make available to TPS all Day-Ahead Schedules required to be delivered pursuant to this Section 3.1 using the format, software, and communication format and specifications, and other technical criteria mutually agreed between the Parties. Customer shall provide TPS the Day-Ahead Schedules required to be delivered pursuant to this Section 3.1 at least two (2) hours prior to any applicable deadline specified under the Governing Rules; *provided, however*, nothing herein shall be construed as restricting Customer from providing updated Day-Ahead Schedules to TPS at any time. In lieu of providing the Day-Ahead Schedules, Customer and TPS may agree that Customer will provide TPS specific procedures and operating rules to be used by TPS to generate all or a portion of the Day-Ahead Schedules.

3.2 Scheduling Validation. TPS will schedule Customer's Product obligations (including each of Customer's Transactions which require scheduling with MISO) for Customer pursuant to Customer's schedules; *provided, however*, if Customer's schedules cannot be submitted to MISO because TPS determines that they fail to meet the validation requirements of MISO, TPS shall promptly notify Customer and shall coordinate with Customer to modify Customer's schedules. If such schedules cannot be modified, then TPS may rescind any component of Customer's schedules to the extent such schedules fail to meet any validation requirement of MISO. In addition, TPS shall not be required to employ extraordinary means or to incur hardship or loss to schedule a modified Transaction for Customer

3.3 Incorrect or Incomplete Data. Data provided by Customer to TPS for any submission to MISO shall be complete and correct in all material respects to enable a timely submission acceptable to MISO and in compliance with the Governing Rules in all material respects. In the event TPS determines that such information provided by Customer to TPS, relating to the scheduling of or offer to provide any quantity of Product(s) by TPS for Customer, becomes incorrect or is incomplete, or is not anticipated to meet the compliance requirements of the Governing Rules applicable to the Load and Customer's Market Participant representing the Load, TPS shall promptly notify Customer and provide Customer an opportunity to correct or complete such data. Except in the case of TPS's fraud, gross negligence or willful misconduct, Customer agrees to reimburse TPS for any Pass Through Amounts, or other costs incurred by TPS in accordance with this Agreement resulting from submissions to MISO based upon such incorrect or incomplete Customer data.

SECTION 4
TRANSACTION PROCEDURES

4.1 Day-Ahead Transactions. TPS must present any proposed Day-Ahead Transactions, which TPS desires Customer to consider, to Customer for review and approval, and Customer may, in its sole discretion, determine whether to approve any proposed Day-Ahead Transactions from or pertaining to the Load in the relevant Day-Ahead offer and scheduling time period defined by the Governing Rules.

4.2 Bilateral Transactions. The Parties may enter into Bilateral Transactions for the purchase or sale of a Product pursuant to and governed by the Implementation Agreement.

4.3 Reports. TPS and Customer may, from time to time, mutually agree to the form, content and periodicity of distribution of reports which detail Transactions and settlement with MISO.

4.4 Transactions Beyond Term of Agreement. As to any Transaction entered between the Parties or scheduled hereunder that continues by its terms beyond any expiration or earlier termination of this Agreement, then this Agreement shall remain in full force and effect as to that Transaction and shall continue to govern that Transaction for its duration. Further, any obligations accrued during the Term (including fees, charges, or reimbursement applicable under this Agreement) shall become due and payable when assessed, even if assessment occurs after the expiration or earlier termination of this Agreement. The obligations associated with such Transactions hereunder shall survive the expiration or earlier termination of this Agreement. For the avoidance of doubt, this Section 4 does not apply to Bilateral Transactions which shall remain subject to the terms and conditions of the Implementation Agreement.

SECTION 5
EXCLUSIVITY

5.1 Exclusivity. For the Load, subject to the other terms and conditions of this Agreement, Customer grants TPS the exclusive right to:

(a) act as Customer's provider of Services; whereas,

(i) only the Load designated in Exhibit B attached hereto will be represented by TPS under this Agreement,

(ii) Customer will cause the Load to schedule all Transactions through and with TPS, and

(iii) Customer will not schedule Transactions directly with MISO, or through any other Person except TPS, as long as there is no Force Majeure event or Event of Default that has occurred and is continuing with respect to TPS;

(b) serve as Customer's representative, limited to the purpose of representing the Customer in communications and Transactions with MISO, as provided under Section 2 of the Base Agreement;

(c) schedule the Products per Customer's instruction described in this Agreement; and

(d) administer the purchase or sale of Products pertaining to the Load with MISO or other Third Parties in accordance with the terms of this Agreement and the Governing Rules. For the avoidance of doubt, nothing in this subsection 5.1.(d) shall prohibit Customer from entering into any Transaction for Capacity with any Third Party that is not facilitated by and consummated through TPS, or from entering into any Long Term Transaction with any Third Party that is not facilitated by and consummated through TPS; *provided, however*, that this shall not affect any rights or obligations of this Agreement, including but not limited to TPS's exclusive right to schedule such Transactions and any related credit requirements, as provided by this Agreement.

SECTION 6
MISO SETTLEMENTS AND RECONCILIATION

6.1 Pass Through Amounts. Customer shall be responsible for directly remitting and receiving settlement statements and payments with MISO for all activities involving Customer's Market Participant account related to the Load's activity. TPS shall not be responsible to Customer for errors in meter data supplied by or to MISO, if applicable, for use in settlement calculations.

6.2 Reconciliation. TPS will reconcile MISO statements and Pass Through Amounts as provided in Section 2H of the Base Agreement.

SECTION 7
BILLING; PAYMENT; CREDIT

7.1 Invoices. For the convenience of the Parties, and to allow for netting of payment obligations pursuant to Section 7.4 of the General Terms and Conditions, for so long as there are any Transactions outstanding under the Implementation Agreement, the Parties agree to invoice net amounts due under this Agreement and the Implementation Agreement in a single Monthly invoice as provided herein. All Services hereunder and Transactions hereunder or under the Implementation Agreement shall be accounted for consistent with the settlement procedures set by the Governing Rules. The accounting period for the Services, Transactions, and settlements hereunder shall be one (1) Month. TPS's Monthly invoices will detail the Services and quantity of Products scheduled and settled for Customer under this Agreement and under the Implementation Agreement during the applicable billing Month together with any adjustments for prior Months' Services or Transactions to account for revised settlement billing statements received from Third Parties and from MISO, and any applicable Pass Through Amounts. In the event a MISO statement conflicts with Customer's records, the MISO statement shall govern subject to any dispute Customer timely raises with TPS for submission to MISO regarding such statement; *provided however* that submission of a dispute shall not relieve a Party of its payment obligation until such dispute is resolved and to the extent adjustments are made to amounts owed. TPS's invoice will show the amount that each Party owes (or is owed) pursuant to this Agreement and pursuant to the Implementation Agreement.

7.2 Payment Date. All payments to either Party, as set forth in the TPS invoices, shall be made by ACH or wire transfer on or before the Due Date.

7.3 Late Payment. Amounts owed but not paid on or before the Due Date shall be payable with interest at the Interest Rate calculated daily from the Due Date until payment is received.

7.4 Offset. In the event that Customer and TPS are each required to pay an amount to the other in the same Month pursuant to this Agreement and/or the Implementation Agreement, then such amounts shall be aggregated and the Parties shall discharge their obligations to pay through offset. In such an offset, the Party owing the greater aggregate amount shall pay to the other Party the net difference between the amounts owed. The Parties agree that this Agreement constitutes a master netting agreement for purposes of offsetting such payments under this Agreement. For the avoidance of doubt, the Parties agree that the obligations owed under this Agreement and under the Implementation Agreement shall not be offset, and each Party waives any and all rights that it may have to set off obligations arising under this Agreement against obligations arising under the Implementation Agreement.

7.5 Billing Disputes. In the event Customer, in good faith, disputes any TPS invoice, Customer shall provide TPS with written notice of the disputed amounts, together with a statement describing the particulars of the dispute, including the calculations with respect to any errors or inaccuracies, and any such amounts (other than Pass Through Amounts) so disputed shall not be required to be paid until resolution of the dispute. TPS agrees to work diligently with Customer to clarify and/or correct any error or suspected errors on the invoices before the Due Date. Except to the extent that TPS agrees that any Pass Through Amount is not due, the Party owing any amount shall pay all amounts of Pass Through Amounts assessed pursuant to Section 3G of the Base Agreement, even if disputed, set forth in the TPS invoice on or before the Due Date. If it is subsequently determined that Customer has overpaid or underpaid amounts actually due, the Parties will make any necessary adjustments within ten (10) Days after determination of any overpayment or underpayment. Subject to Section 7.3 of the General Terms and Conditions, the Party in receipt of any overpayments shall refund such overpayments with interest accrued at the Interest Rate from the date payment was received. The obligations under this Section 7.5 shall survive the expiration or earlier termination of this Agreement.

7.6 Credit Terms.

(a) Credit Support and Limits. The obligation of each Party (as "***Secured Party***") to provide or receive Services hereunder is conditioned upon compliance by the other Party (as "***Pledgor***") with Secured Party's credit policies and requirements. If a Pledgor experiences a Material Adverse Change in creditworthiness, as determined by the Secured Party using commercially reasonable standards of measuring creditworthiness, then such Secured Party may request that the Pledgor provide Credit Support in an amount sufficient to cover such Secured Party's Credit Exposure. A failure by Pledgor to provide Credit Support pursuant to this Section 7.6(a) within five (5) Business Days of receiving a request hereunder will be an Event of Default pursuant to Section 11.1(a) of the General Terms and Conditions.

(b) Grant of Security Interest/Remedies by TPS. To secure its obligations under this Agreement TPS hereby grants to Customer a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Customer, and TPS agrees to take such action as Customer reasonably requires in order to perfect Customer's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default by TPS, Customer may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Credit Support, including any such rights and remedies under law then in effect; (ii) draw on any outstanding letter of credit issued for its benefit; and (iii) liquidate all Credit Support then held by or for the benefit of Customer free from any claim or right of any nature whatsoever of TPS, including any equity or right of purchase redemption by TPS. Customer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce TPS's obligations under this Agreement (TPS remaining liable for any remaining amounts owing to Customer after such application, if any), subject to Customer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

(c) Rate Covenant/Remedies by Customer. In addition to any other credit obligations created by this Agreement, to secure its obligations under this Agreement, Customer hereby pledges, in accordance with and to the extent allowed by Ark. Code § 14-203-115(b) and (c), that for the duration of this Agreement the rates, fees, and charges for electric power and energy charged and collected by Customer ("***Customer's Revenues***") shall be fixed to provide sufficient revenues to secure payments of amounts due under this Agreement and to comply with the terms of this Agreement. Customer's Revenues pledged and held or thereafter received by Customer or any fiduciary on its behalf shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act, and the lien of the pledge shall be valid and binding as against all third parties having claims of any kind in tort, contract, or otherwise against Customer without regard to whether the third parties have notice thereof.

7.7 Maintenance of Records; Audit.

(a) TPS and Customer shall each maintain in accordance with Prudent Industry Practice complete, accurate and up-to-date supporting records that are pertinent to the Services and payment obligations hereunder, including all Pass Through Amounts. TPS shall ensure that such supporting books and records are distinguishable from TPS's other activities not associated with the Load. The Parties shall each retain such books and records for a minimum of four (4) years after the Term, or if longer, the relevant period required by Applicable Law or Governing Rules.

(b) Each Party has the right, at its sole expense and during Business Hours and upon reasonable written notice to the other Party, to examine the records of the other Party or its own records as necessary to verify the accuracy of any invoice, charge, or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoice and the payments thereof shall be promptly made together with interest at the Interest Rate, if applicable, from the original date of payment; *provided*, that no adjustment for any invoice or payment shall be made unless objection to the accuracy thereof was made prior to the lapse of two (2) years from the date that the disputed invoice was delivered; and, *provided further*, that no adjustment shall be made to invoices or summaries related to MISO settlement statements that MISO has deemed final under the Governing Rules. Notwithstanding anything in this Agreement or the Implementation Agreement to the contrary, adjustments to any invoice may be made up to four (4) years from the date that the particular Transactions were completed to adjust for (i) corrections made by MISO to prior MISO statements and/or (ii) tax claims. This paragraph of this Agreement shall survive the expiration or earlier termination of this Agreement for a period of four (4) years from the date of such expiration or earlier termination of this Agreement for the purpose of the right to examine records and such invoice and payment objections and corrections. For so long as the Parties mutually agree that invoicing and payment of amounts owed under the Implementation Agreement are subject to the net invoicing and payment terms of this Agreement, then in the event of any direct conflict between the terms of this Section 7 and the terms of the Implementation Agreement, the terms of this Section 7 shall control.

7.8 Statements Received After Termination of this Agreement. After the expiration or earlier termination of this Agreement, if TPS receives any statements from Third Parties, whether adjustments or revisions, attributable to Transactions or Services under this Agreement, TPS will invoice Customer accordingly. TPS will continue to send Monthly invoices to Customer reflecting any revisions, corrections, or adjustments to prior Months' statements from Third Parties until TPS has transmitted invoices which reflect corrections for any Month made by any Third Party, applicable to Customer for such Month. For each invoice provided to Customer after the expiration or earlier termination of this Agreement, Customer shall pay TPS any amounts owed, and TPS shall pay Customer any amounts owed, as the case may be, by the Due Date. This Section 7.8 shall survive the expiration or earlier termination of this Agreement until accounting and billing for all Transactions and Services for all Months of Service under this Agreement is complete, invoices have been issued to Customer, and payments between the Parties have been resolved

SECTION 8
GOVERNING RULES

8.1 Governing Rules. Both Parties agree to abide by all rules, market guides, tariffs, protocols, business practice manuals, and any applicable rules or directives of MISO, transmission service provider, the applicable state commission, market monitor, any reliability entity, NERC, FERC, or any of their successors (collectively "***Governing Rules***"). For purposes of determining responsibility and rights of the Parties at any given time, in addition to the terms and conditions of this Agreement, the Governing Rules which are in effect at the time of performance or non-performance of an action, subject to the continuation of any grandfathered provisions, will govern with respect to that action. In the event of a conflict between the Governing Rules and the terms and conditions set forth in this Agreement, the Governing Rules will prevail.

8.2 Compliance Support. TPS shall assist Customer in any audit of the Load conducted or initiated by a regional reliability coordinator or NERC, including preparation of responses to NERC or regional reliability coordinator data requests related to NERC standards for which TPS has information useful to Customer for the demonstration of compliance. In addition to the foregoing, if the regional reliability coordinator requests a NERC audit for a time period during which TPS served as Customer's provider of Services, then upon Customer's request, with respect to such audits that call for production of records of communications with MISO, TPS shall support Customer with relevant information and assistance including assisting Customer in responding to a NERC audit by providing Customer with TPS's pertinent documentation of TPS's communications with MISO or the Load. Nothing contained in this Agreement shall be construed to make TPS a "generation owner," "generation operator," or any similar entity, or to make TPS subject to any classification under applicable NERC rules as a result of TPS's execution of this Agreement or TPS's performance of the Services or otherwise, and Customer shall not register TPS or require TPS to register with NERC as a "generation owner" or "generation operator" with respect to the Load.

8.3 Compliance with Laws. TPS and Customer will at all times comply in all material aspects with all Applicable Laws. In the event that actions or omissions of one Party ("***Responsible Party***") cause the other Party ("***Affected Party***") to (A) be materially non-compliant with the Governing Rules or Applicable Laws, or (B) have assessed or brought against it any fines, penalties, reprimands, censures, sanctions, assessments, or other material adverse actions by any applicable RTO, ISO, market monitor, or any other regulatory authority ("***Assessments***") (which, for the avoidance of doubt, will not include ordinary course settlement charges or penalties, such as imbalance penalties or charges, mismatched schedule charges, uninstructed deviation charges, or late fees), then, in addition to any other rights or remedies under this Agreement (including the right, if any, to indemnification against such Assessments), the Affected Party may exercise any or all of the following:

(i) may give written notice to the Responsible Party setting forth the circumstances of non-compliance and, if cure is practicable, demanding cure;

(ii) must use commercially reasonable efforts to cooperate with the Responsible Party in its defense against such allegation or Assessment (provided the foregoing will not require the Affected Party to incur material expenses, unless reimbursed by the Responsible Party, nor take any position in any regulatory proceeding contrary to its interests or policies); or

(iii) may, once the adverse determination of the applicable regulatory authority is final, terminate this Agreement with written notice to the Responsible Party, with termination to take effect as soon as MISO completes system changes to terminate TPS as the provider of Services for Customer.

The Responsible Party will reimburse the Affected Party for any Assessments paid by the Affected Party; *provided, however*, TPS's payment obligation hereunder will be governed by Section 10.2 of the General Terms and Conditions.

8.4 Operation of the Load. Notwithstanding anything in this Agreement to the contrary, Customer retains and shall retain ultimate decision-making authority and control with respect to the Load relating to the operation, maintenance, and dispatch of the Load and the sale of Products pertaining to the Load. Accordingly, all control over and with respect to the dispatch, maintenance, and operation of the Load, the undertaking of any particular arrangement or Transaction, the ultimate decision-making authority hereunder, and the execution of any Transaction shall reside exclusively with Customer. TPS shall have no dispatch control over the Load during any period of the Term, whether in practice as a result of the performance or undertaking of the Services, or otherwise pursuant to the terms of this Agreement. Customer's operation, maintenance, and dispatch of the Load shall be in accordance with Prudent Industry Practice and the Governing Rules and comply with all applicable Permits.

SECTION 9
TAXES

9.1 Taxes. Each Party must provide a state sales tax exemption form and a federal W-9 form to the other Party upon request. The Party failing to provide a sales tax exemption form will be liable for any state sales tax assessments on transactions.

Both Parties must indemnify the other Party for any taxes, penalties, late fees, or other charges a Party is required to pay a taxing authority for uncollected and owed taxes which were the responsibility of the other Party under this Agreement, or which arose due to (a) a Party's failure to provide appropriate exemption certification or (b) a Party's misrepresentation of any tax status. This provision survives the expiration or earlier termination of this Agreement and will stay in full force and effect for five (5) years following the expiration or earlier termination of this Agreement.

TPS will collect and remit to the applicable State Comptroller and municipalities any state sales taxes, municipal taxes, or assessments applicable to the MISO Services provided by or through TPS under this Agreement, and Customer must pay TPS such applicable taxes. Customer will be liable for its own gross receipts and sales taxes, if any. Customer agrees to cooperate with TPS in the event that the State Comptroller or a municipality ever audits or challenges TPS's compliance with the rules and regulations governing the payment of taxes for the Services under this Agreement.

SECTION 10
INDEMNITIES, LIABILITIES AND WARRANTY DISCLAIMER

10.1 INDEMNITIES. SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN SECTION 10.2 BELOW, AND TO THE EXTENT PERMITTED BY THE APPLICABLE

GOVERNING LAW (AS PROVIDED BY SECTION 16.3 OF THE GENERAL TERMS AND CONDITIONS), EACH PARTY UNDERSTANDS AND AGREES THAT IT SHALL DEFEND, RELEASE, INDEMNIFY, AND HOLD THE OTHER PARTY (INCLUDING SUCH PARTY'S OWNERS, AFFILIATES, AND REPRESENTATIVES) HARMLESS FROM (I) ALL THIRD PARTY LIABILITIES, COSTS, CLAIMS, LOSSES, OR CAUSES OF ACTION ARISING FROM PERSONAL INJURY, PROPERTY LOSS, PROPERTY DAMAGE, OR DEATH, HOWEVER CAUSED, AND RELATED TO ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT FIRST OCCURRING OR EXISTING DURING THE PERIOD OF TIME WHEN CONTROL AND TITLE TO ANY PRODUCT IS VESTED IN SUCH INDEMNIFYING PARTY, OR (II) ANY OTHER THIRD PARTY LIABILITIES, COSTS, CLAIMS, LOSSES, OR CAUSES OF ACTION TO THE EXTENT CAUSED BY SUCH PARTY'S BREACH OF THIS AGREEMENT, FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER SHALL HAVE NO INDEMNITY OBLIGATION OR LIABILITY FOR ANY CLAIMS BASED IN TORT FROM WHICH THE CUSTOMER IS IMMUNE UNDER THE PROVISIONS OF ARK. CODE ANN. § 21-9-301, ET. SEQ.

10.2 LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR EXEMPLARY DAMAGES FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE. MOREOVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCLUDING ANY LIABILITY FOR PAYMENTS OR CREDITS DUE TO CUSTOMER UNDER THE BASE AGREEMENT AND SECTION 6.1 OF THE GENERAL TERMS AND CONDITIONS, UNLESS THE CLAIMS OR OBLIGATIONS ARE CAUSED BY TPS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, FOR EACH SIX MONTH PERIOD OF SERVICE, THE LIABILITY OF TPS TO CUSTOMER FOR ANY OBLIGATIONS, INCLUDING INDEMNITIES, UNDER THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM OF THE SERVICE FEES CHARGED TO CUSTOMER BY TPS IN THE BASE AGREEMENT FOR SERVICES FOR THE SIX MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, EXCLUSIVE OF REIMBURSEMENTS OF THIRD PARTY COSTS AND CHARGES. FOR AVOIDANCE OF DOUBT, IN NO SIX MONTH PERIOD OF SERVICE WILL TPS BE OBLIGATED TO PAY OUT IN CLAIMS MORE THAN IT HAS RECEIVED IN FEES FOR SUCH SIX MONTH PERIOD.

10.3 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TPS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SERVICES WILL BE PROVIDED THROUGH COMPUTER HARDWARE AND SOFTWARE SYSTEMS, AND TELECOMMUNICATIONS SYSTEMS, LICENSED FROM THIRD PARTIES, AND RELIES UPON CONTINUING UNINTERRUPTED ELECTRIC AND TELEPHONE SERVICE FROM THIRD PARTY UTILITES AT TPS'S SITE. TPS CANNOT CONTROL THE PRODUCTS AND SERVICES OF THIRD PARTIES. ACCORDINGLY, TPS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE WHEN RELYING UPON THE PRODUCTS, SERVICES OR SYSTEMS OF THIRD PARTIES.

10.4 ADDITIONAL INDEMNITIES. AN INDEMNIFYING PARTY'S INDEMNITY OBLIGATIONS, AND ANY WAIVERS AND RELEASES OF CLAIMS IN THIS AGREEMENT WILL EXTEND TO THE INDEMNIFIED PARTY, ITS AFFILIATED COMPANIES, INCLUDING ANY ENTITY CONTROLLING, UNDER THE CONTROL OF, OR UNDER COMMON CONTROL WITH SUCH PARTY, AND TO THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, SHAREHOLDERS AND INSURERS OF EACH THEREOF.

10.5 Survival. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

SECTION 11
DEFAULTS AND REMEDIES

11.1 Events of Default. A Party will be in default under this Agreement upon the occurrence of any one or more of the following events (an "***Event of Default***"):

(a) the failure by a Party to make a timely payment of any amounts due or provide required credit support to the other Party under this Agreement;

(b) the failure of a Party to perform its obligations under this Agreement; which failure causes MISO to suspend or disqualify the Load or the Market Participant from market participation;

(c) the breach of any representation or warranty of such Party that results in a material adverse impact on the other Party, or the failure by such Party to materially perform any other provision of this Agreement, which failure is not excused by the terms of this Agreement;

(d) the appointment (voluntary or involuntary) of a receiver or liquidator or trustee of such Party or of any of the property of such Party by order of a court of competent jurisdiction; and/or

(e) the filing of a petition or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of federal or state bankruptcy or insolvency laws, as any such laws now exist or as those laws may be amended, or the filing of an answer admitting the material allegations of a petition filed against it in such proceeding; the general assignment by a Party for the benefit of its creditors; or the admission by a Party in writing of its inability to pay its debts generally as they become due

(f) the occurrence of either (i) an "Event of Default" with respect to such Party, or (ii) if applicable, a "Termination Event" where such Party is a single "Affected Party", and as a result thereof the other Party hereto designates an "Early Termination Date" pursuant to the Implementation Agreement, in each case as such terms are defined in the Implementation Agreement; and/or

(g) the commission of a fraudulent act or omission by a Party in the performance of its obligations hereunder.

11.2 Rights of Non-Defaulting Party. If an Event of Default shall have occurred and be continuing with respect to a Party (the "***Defaulting Party***"), the Party not in default ("***Non-Defaulting Party***") shall have the right to take any one or more, or all of the following actions:

(a) upon the occurrence of an Event of Default as specified in Sections 11.1(a), 11.1(b), 11.1(d), 11.1(e), 11.1(f), or 11.1(g), to suspend performance immediately and without notice;

(b) upon the occurrence of an Event of Default as specified in Section 11.1(c), upon three (3) Business Days' notice, to suspend performance of any obligation which, if performance continued, would expose the Non-Defaulting Party to material risks or material unrecovered costs;

(c) upon the occurrence of an Event of Default as specified under Sections 11.1(a), 11.1(b), or 11.1(g), to terminate this Agreement by giving the Defaulting Party written notice setting forth a description of the Event of Default and designating a termination date, provided that the Defaulting Party shall have three (3) Business Days after the date of such notice in which to cure the Event of Default;

(d) upon the occurrence of an Event of Default as specified under Section 11.1(c), to terminate this Agreement by giving the Defaulting Party written notice setting forth a description of the Event of Default and designating a termination date, provided that the Defaulting Party shall have fifteen (15) Days after the date of such notice in which to cure the Event of Default;

(e) upon the occurrence of an Event of Default as specified in Sections 11.1(d), 11.1(e), or 11.1(f), to terminate this Agreement immediately and without notice;

(f) to pursue collection of direct, actual damages and seek any other remedy at law or in equity (except to the extent limited by, or waived under, this Agreement);

(g) to pursue collection of reasonable attorney's fees and costs if any action is brought to enforce any term or provision of this Agreement or collect amounts due (whether at the trial court level or any appeal there from); and/or

(h) to pursue any other remedy provided under this Agreement.

11.3 Acceleration of Amounts Due. If a termination of this Agreement occurs pursuant to this Section 11, the Non-Defaulting Party may accelerate all amounts owing between the Parties, offset amounts owed by the Defaulting Party against amounts due the Defaulting Party and against any Credit Support held between the Parties, and liquidate and terminate all Services, Transactions and/or scheduled quantities of Products where commercially reasonable to do so. To the extent applicable, where scheduled Transactions or scheduled quantities cannot be liquidated or terminated in a commercially reasonable manner, or may not be liquidated and terminated without causing a breach of any contract with a Third Party under which such scheduled Transactions or scheduled quantities have been committed, then this Agreement will continue in force as to those scheduled Transactions and scheduled quantities for the duration of the contractual commitment to Third Parties.

11.4 Termination by Customer. If (i) TPS's liability to Customer for any obligations exceeds the limitation set forth in Section 10.2 of the General Terms and Conditions, and (ii) TPS fails to keep Customer whole for the liability amounts exceeding such limits upon Customer's written request within thirty (30) Days of such request, then Customer may, within ninety (90) Days of the expiration of Customer's request for reimbursement of such amount, upon written notice to TPS, terminate this Agreement (as further provided below) without further liability of either Party, other than to pay amounts then accrued or due and owing prior to such termination under this Agreement and the Implementation Agreement. Any such termination by Customer shall take effect as of the next anniversary of the Effective Date; *provided* that such notice of termination is issued by Customer no later than sixty (60) Days prior to the next anniversary of the Effective Date. In the event such notice of termination is issued later than sixty (60) Days prior to the next anniversary of the Effective Date, then such termination shall take effect as of the anniversary of the Effective Date following the next anniversary of the Effective Date. Any termination under this Section 11.4 applies solely to Services under this Agreement and not to Bilateral Transactions under the Implementation Agreement. Bilateral Transactions under the Implementation Agreement will continue despite a termination under this Agreement unless the Parties negotiate a termination or unwinding of those Bilateral Transactions pursuant to the Implementation Agreement.

SECTION 12
NOTICES

12.1 Notices. Unless otherwise provided in this Agreement, any notices given under this Agreement must be in writing and personally delivered or sent by mail or e-mail to such Persons or locations designated on Exhibit A and will be deemed given and effective when delivered by hand or upon:

(a) three (3) Business Days after such notice is deposited in the United States mail with postage prepaid for transmittal by registered or certified mail, return receipt requested;

(b) one (1) Business Day after such notice is placed in the hands of a recognized commercial mail or courier service for overnight delivery; or

(c) the Business Day on the date such notice was sent by email with confirmation of receipt of such email by confirmed email transmission, provided that such receipt occurred during Business Hours of such Business Day. For facsimile or email transmissions received after such Business Hours of such Business Day at the receiving location, notice will be deemed effective upon the opening of Business Hours of the next Business Day.

For the avoidance of doubt, either Party may update its notice information contained in Exhibit A at any time without the need for a formal amendment by sending written notice to the other Party in accordance with this Section 12.1.

SECTION 13
FORCE MAJEURE

13.1 Force Majeure. Subject to Section 13.2, neither Party will be considered to be in default in the performance of any obligations under this Agreement (other than the obligation to make a payment of amounts owed) when a failure of performance results from Force Majeure. The term ("***Force Majeure***") means causes that are beyond the control of the Party affected which, by exercise of due diligence, such Party could not reasonably have been expected to avoid and which, by exercise of due diligence, it has been unable to overcome and not the result of the fault or negligence of such Party including, but not limited to: flood, earthquake, tornado, hurricane, storm, or fire; acts of terrorism; civil disobedience, strikes, or other labor dispute; labor or material shortage; sabotage; pandemic, epidemic or other public health emergency; restraint, order, rule, or regulation of any court, governmental body, or public authority, including MISO (whether valid or invalid); equipment malfunction or failure not caused by the Party claiming Force Majeure (including computer hardware or software malfunction and not reasonably susceptible to cure by the exercise of diligent efforts by the Party claiming Force Majeure.

13.2 Due Diligence. No Party, however, shall be relieved of liability for failure of performance hereunder based on Force Majeure if such failure is due to causes arising out of its own negligence or due to removable or remediable causes that it fails to remove or remedy within a reasonable time period. A Party claiming Force Majeure must exercise due diligence to overcome the Force Majeure event. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

13.3 Obligations During Force Majeure. Notwithstanding any other provisions as stated in Section 13, an event of Force Majeure does not relieve a Party of any of its obligations under the Governing Rules and this Agreement that the Party can reasonably perform during a Force Majeure event, and does not excuse a Party of its obligations to make payments for obligations arising prior to the Force Majeure event, or of any payment obligations for non-performance arising pursuant to the Governing Rules and this Agreement.

13.4 Bilateral Transactions. For the avoidance of doubt, this Section 13 shall not apply to Bilateral Transactions governed by the Implementation Agreement, and any applicable force majeure provisions contained in the Implementation Agreement shall apply to such Bilateral Transactions.

SECTION 14
CONFIDENTIALITY

14.1 Confidentiality.

(a) Subject to the remaining provisions of this Section 14.1, each Party agrees, for itself, its Affiliates, and its Representatives, to keep confidential this Agreement, all negotiations concerning this Agreement, and all other information furnished by either Party related to schedules, Services, credit and financial obligations, Customer's Transactions, or other Transactions under this Agreement ("***Confidential Information***"); *provided, however*, such confidentiality obligation shall expire three (3) years immediately following the expiration or earlier termination of this Agreement.

(b) The receiving Party, its Affiliates, and its Representatives shall not disclose any Confidential Information to any Third Party without the prior written consent of the disclosing Party unless requested or required by a Governmental Authority or self-regulatory organization or as permitted in accordance hereof, except that a Party may disclose Confidential Information to any Affiliate, Representative, current or future financing sources, insurer, auditor, or potential purchaser of or investor in a Party and its parent or Affiliates (and its and their Representatives who need to know such information) who agree to keep such Confidential Information confidential on terms no less restrictive, as a whole, than those set forth in this Section 14.1, without such prior written consent. Except with regard to disclosures permitted by this Section 14.1, the disclosing Party shall require such Third Party to agree to treat the Confidential Information in accordance with this Agreement. Each Party shall be responsible for the compliance by its Affiliates and Representatives with this Section 14.1 of the General Terms and Conditions.

(c) In the event any Party is requested or required to disclose such Confidential Information by law or by a court, agency, or other governing body having or purporting to have jurisdiction over the Party, to the extent permitted by law such Party shall notify the other Party prior to any disclosure so as to allow the other Party to resist such disclosure before the governing body and/or to seek appropriate protection from further disclosure.

(d) The Parties agree that disclosure of Confidential Information in breach of the confidentiality provisions of this Agreement constitutes an irreparable injury and that injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information.

(e) The confidentiality provisions of this Agreement shall not apply to any Confidential Information (i) the receiving Party developed independently without using the Confidential Information, (ii) that was in the public domain at the time of disclosure hereunder, (iii) that passes into the public domain by acts other than the acts of or caused by the Party receiving said Confidential Information, or (iv) that thereafter is disclosed to the receiving Party by a Third Party, provided that the receiving Party does not know (or has no reasonable basis to know) that the information was received or disclosed unlawfully.

(f) Notwithstanding anything to the contrary in this Section 14.1, Customer is a governmental entity subject to the open records and meeting requirements of the Arkansas Freedom of Information Act ("***AFOIA***") codified at A.C.A. § 25-19-101, et seq. AFOIA mandates the disclosure of this Agreement, as well as any similar documents in Customer's possession related to transactions with TPS. This Agreement will be submitted for approval to Customer's governing body in an open meeting and filed in Customer's permanent records that are available for inspection by any citizen. In the event that Customer receives a request to inspect or copy records related to TPS, Customer will notify TPS as soon as possible so that TPS may pursue a protective order to safeguard its trade secret and proprietary information. The requirement to notify TPS shall extend for a period of one (1) year beyond the termination of this Agreement. In the event Customer is subject to an AFOIA request seeking data which TPS has designated as confidential, prior to disclosure, Customer will notify TPS so that TPS may pursue a protective order to safeguard its trade secret and proprietary information.

SECTION 15
REPRESENTATIONS AND WARRANTIES

15.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized and is authorized to do business in the state(s) in which it is performing or receiving Services (as applicable);

(b) it has the full power and authority to enter into this Agreement and perform all of the specified obligations, representations, warranties, and covenants under this Agreement;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action of its governing body, and the Person signing this Agreement on its behalf was duly authorized to execute and deliver this Agreement on its behalf;

(d) it has obtained, or will obtain prior to the Commencement Date, all required licenses, registrations, certifications, permits, and other authorizations; and has taken, or will take prior to the Commencement Date, all actions required by Applicable Laws or governmental regulations with the exception of licenses, registrations, certifications, permits, or other authorizations that do not materially affect its performance under this Agreement;

(e) it is not in violation of any contracts, laws, ordinances, or governmental rules, regulations, or orders of any governmental authority or arbitration board materially affecting performance of this Agreement and to which it is subject;

(f) it is not bankrupt, does not contemplate becoming bankrupt nor, to its knowledge, will become bankrupt;

(g) it is solely responsible for keeping itself informed of and understanding its respective responsibilities under the Governing Rules and any laws, rules, regulations, and tariffs approved by any governmental authority with jurisdiction over the matters specified in this Agreement; and

(h) it acknowledges and affirms that the foregoing representations, warranties, and covenants are continuing in nature throughout the Term;

(i) as of the Effective Date, it is not registered as a commodity trading advisor under the U.S. Commodity Exchange Act and is not holding itself out as in the business of advising others as to the value or advisability of trading swaps, options, futures or cash settled forwards or any other commodity transaction. Any oral or written communications by TPS with respect to this Agreement are not intended to be commodity trading advice.

15.2 <u>Additional Customer Representations and Warranties</u>. Customer represents and warrants that Customer will work in good faith with TPS to make, prior to the Commencement Date, all required registrations with, and receive all required certifications and approvals from, MISO to perform this Agreement.

15.3 <u>Additional TPS Representations and Warranties</u>. TPS represents and warrants that TPS has made or will make prior to the Commencement Date all required registrations with, and received all other required certifications and approvals from, MISO to perform this Agreement.

SECTION 16
MISCELLANEOUS

16.1 Disclaimer. This Agreement does not constitute, create, give effect to, or otherwise recognize or imply the existence of a joint venture, pooling arrangement association, partnership, or other formal or informal business organization of any kind among the Parties, and the rights and obligations of the Parties will be limited to those set forth in this Agreement.

16.2 Assignment. Neither Party shall assign this Agreement or its performance or rights arising under or related to this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; *provided, however*, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, except to the extent it has granted the other Party a security interest in such, (ii) transfer or assign this Agreement to an Affiliate of such Party so long as such Affiliate's creditworthiness is equal to or higher than that of such Party or the Party's guarantor, if any, for such Party, or the obligations of such Affiliate are guaranteed by such Party or its guarantor, if any, in accordance with a guaranty agreement in form and substance satisfactory to the other Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party or its guarantor, if any or to a Party who succeeds to the interests of the assigning Party by merger, consolidation, or operation of law. Any purported assignment in contraventions of this Section 16.2 shall be null and void and the non-assigning Party is not obligated to recognize the purported assignment of this Agreement; *provided, however*, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions of this Agreement. This Agreement will be binding on, and inure to the benefit of any permitted, assigned, or successor of the assigning Party.

16.3 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND ALL MATTERS AND CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ARKANSAS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.3. IF EITHER PARTY BRINGS ANY LEGAL ACTION TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT OR SEEKS ENFORCEMENT UNDER THE TERMS OF ANY CREDIT

SUPPORT PROVIDED BY THE OTHER PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT FROM THE OTHER PARTY OF REASONABLE ATTORNEYS' FEES AND LITIGATION COSTS AND EXPENSES, INCLUDING WITNESS FEES OF ANY KIND, IN AN AMOUNT TO BE DETERMINED BY THE APPLICABLE COURT OR BY AGREEMENT OF THE PARTIES.

16.4 Counterparts. This Agreement may be executed in multiple counterparts, including facsimile(s) or emails, each one of which will be considered an original Agreement, but all of which together will constitute one and the same instrument.

16.5 Waiver. No waiver by any Party, either express or implied, of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Failure by a Party to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time will not in any way affect, limit, modify or waive that Party's right thereafter to enforce strict compliance with every term, covenant or condition of this Agreement, notwithstanding any course of dealing or custom of the trade.

16.6 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, negotiations and agreements, whether oral or written, between the Parties with respect to such subject matter, including, for the avoidance of doubt, that certain MISO Support Services Agreement dated as of November 14, 2016 between the Parties. No alteration of or amendment to this Agreement will be effective unless in writing and signed by an authorized representative of each Party.

6.7 Severability. Any provision, article, or Section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, will not otherwise affect the other lawful obligations that arise under this Agreement. In the event any provision of this Agreement is declared invalid, the Parties will promptly negotiate to restore this Agreement as near as possible to its original intent.

16.8 Headings. The Section headings of this Agreement are for convenience of reference only, and do not form a part of this Agreement, and do not in any manner modify, interpret, or construe the intent or agreement of the Parties.

16.9 Payment Obligations Beyond Term of Agreement. Any obligations accrued during the Term (including fees, charges, or reimbursement applicable under this Agreement) will become due and payable when assessed, even if assessment occurs after termination of this

Agreement. Such payment obligations under this Agreement will survive termination of this Agreement.

16.10 Exclusion of Third Party Rights. The provisions of this Agreement will not impart rights enforceable by any Person or entity not a Party or bound as a Party unless a permitted successor assignee of a Party bound by this Agreement, and the Parties do not intend to create any Third Party beneficiary under this Agreement.

16.11 Recordings. Each Party consents to the recording and retention of any telephone conversations, e-mail or electronic message between the Parties ("***Recording***"), and each Party will obtain any required consents to such recordings from such Party's affected personnel, contractors, or agents. Subject to other applicable rules of evidence, such as the rule of relevance, the contents of such telephone recording, or any email or electronic message transmitted between the Parties concerning this Agreement, may be utilized to determine the intent of the Parties in any dispute arising under this Agreement, and such telephone or electronic record will be deemed a written business record of any information, Confirmation, consent, bid, authorization, instruction, notice or transaction under this Agreement, which may be submitted in evidence in any proceeding or action related to this Agreement. Each Party waives objection to the admission in court of such recording or electronic message based on the "Best Evidence Rule" or other legal principles. Such telephone recording or electronic message will be the controlling evidence of the Parties' agreement with respect to any particular information, Confirmation, consent, notice, or transaction in the event a written Confirmation of that information, Confirmation, consent, or other transaction is not fully executed or accepted by both Parties. A fully, executed written Confirmation agreed to by both Parties will prevail over a recording or electronic message of a transaction. Each Party waives any further notice of monitoring or recording and agrees to notify its officers and employees and obtain any required consent to any such monitoring or recording.

16.12 Imaged Agreement. Any original executed Agreement, Confirmation or other related document, or telephonically recorded transaction, or transaction tape may be digitally recorded, photocopied and stored on computer tapes and disks (the "***Imaged Agreement***"). The Imaged Agreement, if introduced as evidence on paper, the Confirmation if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party will object to the admissibility of the Recording, the Confirmation or the Imaged Agreement (or photocopies of the transcription of the recording, the Confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

16.13 Preparation of Agreement. No provision of this Agreement is to be construed against, or be interpreted to the disadvantage of, either Party by any court or other governmental or judicial authority by reason of such Party's having, or being deemed to have, prepared, structured, or dictated such provision.

16.14 Forward Contracts. The Parties acknowledge and agree that all sales and purchases under this Agreement constitute "forward contracts" within the meaning of the Code, that payments made under this Agreement are "margin payments" or "settlement payments" as those terms are used in the Code, and that this Agreement constitutes a "master netting agreement" under the Code for purpose of payments under this Agreement. Each Party agrees that it shall not claim in any bankruptcy proceeding related to such Party that the other Party is serving as a public utility for such Party selling Energy or providing Services.

16.15 Services to Others. Customer acknowledges and agrees that this Agreement shall not preclude TPS from providing services or making sales of a like nature to any other Person, either currently or in the future. TPS may, notwithstanding this Agreement, engage in whatever activities it may choose, including providing the same or similar sales or services in the same geographic region (or other competing activities) for its own account (or for the account of others). Neither this Agreement nor any activity undertaken related to this Agreement will prevent TPS from engaging in such activities, or require TPS to disclose the same.

16.16 Survival of Contract Terms. In addition to Sections of this Agreement which specifically state that they will survive the termination of this Agreement, the Parties also agree that for events occurring during the term of this Agreement, the limitations on damages, including consequential damages, and the indemnities provided in Section 10 of the General Terms and Conditions of this Agreement, will survive the termination of this Agreement.

16.17 Change in Laws or Regulations. In the event a change in Applicable Laws or the Governing Rules (a) materially impairs a Party's ability to perform under this Agreement, (b) materially increases a Party's costs or risks of performing under this Agreement, or (c) materially decreases the economic benefits obtained by a Party under this Agreement, the adversely affected Party may notify the other Party of the adverse effect and propose amendments to this Agreement to address the adverse effect of the change in Applicable Laws or Governing Rules. The Parties shall negotiate in good faith to amend this Agreement to restore the Parties to the relative economic values and risk position each had enjoyed under this Agreement prior to the change in Applicable Laws or Governing Rules. If the Parties have not reached agreement on an amendment by the thirtieth (30th) Day after the effectiveness of the notice sent by the affected Party, then the affected Party may, upon written notice to the other Party, terminate this Agreement by designating a termination date that is no earlier than ten (10) Days after the date of such written notice ("***Permitted Termination***"). Neither Party shall owe damages to the other Party in the event of a Permitted Termination; provided, that neither Party shall be relieved of any payment obligations accruing under this Agreement prior to the date of such termination or that by their nature survive such termination. The Permitted Termination applies solely to Services under this Agreement and not to Bilateral Transactions under the Implementation Agreement. Bilateral Transactions under the Implementation Agreement will continue despite a Permitted Termination of Services, unless the Parties negotiate a termination or unwinding of those Bilateral Transactions pursuant to the Implementation Agreement. Upon a Permitted Termination, TPS will reasonably cooperate with Customer to transition the Load and the Services to a replacement provider of Services in accordance with Section 4(d) of the Base Agreement.

16.18 Amendments. This Agreement shall not be amended without the written consent of both Parties.

16.19 No Fiduciary Duty. Both Parties recognize the commercial nature of this Agreement and neither Party will owe any essential fiduciary duty to the other Party or any Third Party with respect to the performance of any of its obligations hereunder. The Parties hereby waive, to the fullest extent permitted by Applicable Laws, any and all fiduciary duties that, absent such waiver, may be implied by law, and in doing so, recognize, acknowledge and agree that their duties and obligations to one another are only as expressly set forth in this Agreement.

Exhibit A
Notice Information

TPS: TENASKA POWER SERVICES CO.

All Notices:

Street: 300 East John Carpenter Freeway, Suite 1100

City: Irving, Texas Zip: 75062

Attn: Director, Contract Administration
Phone: (817) 303-1860
Email: TPSContractAdmins@tnsk.com
Duns Number: 01-501-6913
CICI Number: 549300K7NFSB93YGBN35
CFTC Designation: End User
Federal Tax ID Number: 47-0824081
(TPS represents that it is corporation validly existing under the laws of the State of Nebraska and is a Qualified Subchapter S Subsidiary ("QSSS") of Tenaska Energy, Inc. disregarded for U.S. tax purposes. TPS's sole owner for U.S. tax purposes, Tenaska Energy, Inc., is an S corporation organized under the laws of the State of Delaware and its U.S. taxpayer identification number is 47-0824081. Tenaska Energy, Inc. is "exempt" within the meaning of Treasury Regulation sections 1.6041-3(p) (1) and 1.6049-4(c) from information reporting on Form 1099 and backup withholding.

Invoices:
Attn: Accounts Payable
Phone: (817) 462-1521
Email: tpscheckout@tnsk.com

Real Time Trading:
Phone: (817) 462-1528

Payments:
Attn: Accounts Receivable
14302 FNB Parkway
Omaha, NE 68154
Phone: (402) 938-1621

CUSTOMER: The City of North Little Rock, AR

All Notices:

Street: 1400 W Maryland Ave

City: North Little Rock Zip: 72120

Attn: General Manager (Ryan Wilson)
Phone: (501) 372-0100
Email: rwilson@nlr.ar.gov
Duns: 144002230
CICI: N/A
Designation: N/A
Federal Tax ID Number: 71-6009176

Invoices:
Attn: Jessica Stephens
Phone: (501) 992-4089
Email: jstephens@nlr.ar.gov

Real Time Trading:
Attn: Jessica Stephens
Phone: (501) 992-4089

Scheduling:
Attn: Jessica Stephens
Phone: (501) 992-4089

Payments:
Attn: Joe Folen
Phone: (501) 992-4041

ACH/Wire Transfer:
Bank: US Bank, Omaha, NE
ABA No: 042000013
Account No: 130111671306
Account Name: Tenaska Power Services Co.

Credit and Collections:
Attn: Credit Department
Phone: (817) 303-1113
Email: credit@tnsk.com

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: VP & General Counsel
Phone: (817) 462-8053
Email: eodnotices@tnsk.com

ACH/Wire Transfer:
Bank: Centennial Bank
ABA No: 082902757
Account No: 500911243
Account Name: Revenue

Credit and Collections:
Attn: Director of Finance
Phone: (501) 975-3755
Email: estrange@nlr.ar.gov

With additional Notices of an Event of Default or Potential Event of Default to:
Attn: General Manager (Ryan Wilson)
Phone: (501) 372-0100
Email: rwilson@nlr.ar.gov

And Attn: City Attorney
Phone: (501) 975-3755
Email: legal@nlr.ar.gov

Exhibit B
Load Description

Location	EAI.NLRLD
Physical Address	North Little Rock, AR
Interconnecting Transmission Utility	Entergy Arkansas (EAI)