

PROPOSAL SUBMISSION AGREEMENT

THIS PROPOSAL SUBMISSION AGREEMENT (this “Agreement”) is made and entered into effective on _____, 2012 (the “Effective Date”), by _____, a _____ (“Bidder”), in favor of Entergy Services, Inc. (“ESI”), as agent for Entergy Texas, Inc. (“ETI”), and its successors and assigns.

RECITALS

WHEREAS, in response to ESI’s 2011 Western Region Request For Proposals (RFP) For Long-Term Supply-Side Resources, dated December 9, 2011 (as amended, supplemented or otherwise modified, the “RFP”), Bidder is submitting and delivering to ESI (i) one or more proposals to ESI and (ii) this Agreement; and

WHEREAS, Bidder desires to continue to participate, and ESI desires to permit Bidder to continue to participate, in a competitive bidding process for acquiring additional capacity and energy supply resources for ETI pursuant to the RFP (the “RFP Process”) on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Bidder intends for the terms of this Agreement to be enforceable by ESI against Bidder;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bidder, by signing this Agreement below, hereby agrees as follows:

1. Definitions. Each of the following terms when used in this Agreement with initial letters capitalized has the meaning ascribed to it below:

“Bidder Representative” means any officer, employee, agent, consultant, advisor or representative of Bidder or any of Bidder’s affiliates. For the avoidance of doubt, ESI is not and shall not be considered a Bidder Representative in connection with the RFP or the RFP Process.

“Definitive Agreement” means a legally binding agreement setting forth the terms and conditions and other provisions relating to a Transaction, mutually executed and delivered by authorized representatives of ETI (or ESI as agent for ETI) and Bidder (or other authorized seller), but does not include a letter of intent, a memorandum of understanding, or any other preliminary written agreement, or any acceptance of any offer or proposal.

“Entergy Operating Companies” means, as of the Effective Date, Entergy Arkansas, Inc., Entergy Gulf States Louisiana, L.L.C., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc., and ETI.

“ESI Representative” means any officer, employee, agent, affiliate, consultant, advisor or representative of ESI.

“ ETI Representative” means any officer, employee, agent, affiliate, consultant, advisor or representative of ETI.

“FERC” means the Federal Energy Regulatory Commission or any successor agency.

“Independent Monitor” or “IM” means Potomac Economics, Ltd., an independent consulting firm retained by ESI to act as independent monitor for the RFP.

“Law” means any statute, law, rule, regulation, ordinance, code, or other applicable legislative or administrative action of any governmental authority, or any judicial, regulatory, or administrative interpretation thereof having the force or effect of the foregoing, in each case as applicable to or binding upon the affected person or entity or any of its properties or to which such person or entity or any of its property is subject.

“Proposal” means any offer to enter into a Transaction submitted (or to be submitted) by Bidder in response to the RFP.

“PUCT” means the Public Utility Commission of Texas, or any successor thereto.

“RFP Administrator” means the administrator of the RFP set forth in Section 21 of the main body of the RFP.

“Term Sheets” means the four (4) term sheets that are included in Appendix C of the RFP, each of which sets forth the terms and conditions applicable to a particular product that may be offered in a Proposal.

“Transaction” means a commercial transaction, or series of commercial transactions, in which Bidder (or other authorized seller) provides to ETI capacity, energy and associated electric products from a specified generation resource pursuant to a Definitive Agreement resulting from the RFP Process that is structured as a power purchase agreement, a tolling agreement or a purchase and sale of generating facilities.

2. Certain Bidder Representations and Warranties. Bidder represents and warrants and, as applicable, covenants to ESI as follows:

(a) Bidder has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by Bidder have been duly authorized by all necessary action on the part of Bidder and do not violate, conflict with, or result in a breach of any provision of its organizational or governing documents. If Bidder has executed this Agreement by use of an electronic signature, Bidder hereby agrees and acknowledges that its use of electronic transmission and electronic signature in connection with the submission of this Agreement and any Proposal is fully voluntary on its part. This Agreement constitutes a legally valid and binding obligation

enforceable against Bidder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally or general principles of equity (whether considered in a proceeding at law or in equity). Bidder is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, has had complete discretion in seeking and obtaining the advice and counsel of experts relating to specialized subject matter of this Agreement, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

(b) The execution and delivery of each Proposal by Bidder have been duly authorized by all necessary action on the part of Bidder. Each Proposal has been executed and delivered by a duly authorized officer or other authorized representative of Bidder. In submitting a Proposal, Bidder offers to enter into a Definitive Agreement providing for the Transaction contemplated by such Proposal on substantially the same terms and conditions set forth in the applicable Term Sheet made available to Bidders on the Western RFP website, <https://spofossil.energys.com/ENTRFP/SEND/2011Western/Index.htm>, and such Proposal. Each Proposal submitted by Bidder is Bidder's good faith best offer. Bidder has reviewed and is familiar with the terms and conditions of the RFP, including each Term Sheet corresponding to each Proposal submitted by Bidder. With respect to any Proposal selected by ESI for possible negotiation of a Definitive Agreement, Bidder agrees to enter into good faith negotiations with ESI to finalize, and shall use reasonable best efforts (or do, or cause to be done, all things necessary or appropriate) to finalize, execute and deliver a Definitive Agreement providing for the Transaction contemplated by such Proposal on substantially the same terms and conditions set forth in such Proposal.

(c) Except with respect to disclosures to the RFP Administrator and the Independent Monitor, Bidder has not disclosed and no Bidder Representative has disclosed, and Bidder covenants that it will not disclose and no Bidder Representative will disclose, to any other Bidder or potential Bidder in the RFP Process (i) the fact that Bidder is participating in the RFP Process, provided that Bidder's attendance alone at any Bidders' conference or similar meeting to which ESI invited more than one participant in the RFP Process shall not constitute such disclosure, or (ii) the existence of, or the price or any other term or condition of, any Proposal or any other submission of Bidder to ESI or any ESI Representative in connection with the RFP Process. Notwithstanding the foregoing, the above Bidder covenant shall not apply with respect to any information described in clause (i) or (ii) that has entered the public domain through no failure of Bidder or Bidder's Representatives to comply with the terms hereof or any other agreement to which Bidder or a Bidder's Representative is party or by which Bidder or a Bidder's Representative is bound.

(d) To the knowledge of each Bidder Representative who has actually participated in the preparation of a Proposal on behalf of Bidder, there is no uncured violation by Bidder of applicable state or federal antitrust Laws or other applicable Laws that pertain to competitive bidding practices in connection with such Proposal.

(e) Bidder has not entered into, and covenants that it will not enter into, any understanding, agreement, plan or scheme pertaining to a Proposal, whether express or implied, formal or informal, oral or written, with any competitor of Bidder with respect to prices, terms or conditions of sale, output, production, distribution, territories, or customers, which understanding, agreement, plan or scheme pertaining to such Proposal would be in violation of applicable Law.

3. ESI Disclaimer. Bidder understands, acknowledges and agrees that (i) except as may be expressly provided in a Definitive Agreement, any and all information furnished by or on behalf of ESI in connection with the RFP Process, including, without limitation, information contained in the RFP, is being or will be provided by or on behalf of ESI or ETI or any ESI or ETI Representative without any representation or warranty of any kind as to the information so provided, including, without limitation, accuracy or completeness; (ii) except as otherwise provided in Section 4 below, none of ESI, ETI or any ESI or ETI Representative shall have any liability to Bidder or any Bidder Representative relating to or arising from the use of or reliance upon any such information or any error or omission therein or otherwise in connection with the RFP Process; and (iii) the information and processes described by ESI in the RFP or otherwise provided by ESI, ETI or an ESI or ETI Representative in connection with the RFP Process are merely statements or indications of ESI's or ETI's current intent, and such statements or indications create no binding obligation or actionable promise or inducement on the part of ESI, ETI or any ESI or ETI Representative.

4. ESI Obligations Limited To Definitive Agreement. Bidder understands, acknowledges and agrees that no enforceable contract or agreement providing for or promising a Transaction shall be deemed to exist or enforceable against ESI, ETI or any ESI or ETI Representative unless and until a Definitive Agreement for such Transaction has been executed and delivered by authorized representatives of ESI, as agent for ETI, or ETI and Bidder (or other authorized seller). Bidder also understands, acknowledges and agrees that (i) unless and until a Definitive Agreement between ESI and Bidder (or other authorized seller) with respect to a Transaction has been executed and delivered, neither ESI nor any ESI Representative and neither ETI nor any ETI Representative has or shall have any legal obligation to Bidder of any kind whatsoever with respect to such Transaction, whether by virtue of this Agreement, the RFP or any other written, electronic or oral expression with respect to the RFP Process or such Transaction and (ii) if a Definitive Agreement between ESI, as agent for ETI, or ETI and Bidder (or other authorized seller) with respect to a Transaction has been executed and delivered, the only legal obligations of ESI, as agent, for ETI, with respect to such Transaction shall be those expressly set forth in the terms and conditions of such Definitive Agreement and applicable Law.

5. ESI RFP Process Discretion. Bidder understands, acknowledges and agrees that, subject to applicable Laws, (i) ESI and ETI shall be free to conduct the process for any Transaction, including, without limitation, the RFP Process, as ESI or ETI determines in its sole and absolute discretion, (ii) the RFP and any procedures relating to the RFP Process may be changed at any time without notice to Bidder or any other person, and (iii) the provisions of Appendix D (Reservation of ESI Rights and Other RFP Terms) of the RFP (available to Bidder on the Western RFP website, <https://spofossil.entergy.com/ENTRFP/SEND/2011Western/Index.htm>) apply to, are accepted

by, and are enforceable against Bidder, and such provisions are incorporated herein by reference. Except in a proceeding before FERC, the PUCT or a court described in Section 10 below, Bidder shall not assert, and hereby knowingly, voluntarily and unconditionally forever waives and disclaims any right to assert, in any regulatory or judicial forum, any claim or complaint regarding or related to the conduct or result of the RFP Process.

6. Bidder Qualifications. Bidder has previously provided, or is providing in the Proposal, or from time to time after Bidder's electronic or physical execution of this Agreement may provide, to ESI certain information with respect to Bidder's qualifications to participate in the RFP Process. Bidder represents and warrants to ESI that all such information Bidder has previously provided or is providing in the Proposal is true and accurate as of the Effective Date and that any such information Bidder may hereafter provide concerning the Proposal will be true and accurate as of the date Bidder provides it to ESI. Bidder agrees that, so long as Bidder continues to participate in the RFP Process, Bidder will inform ESI promptly of any material change in any of the information so provided by Bidder and will promptly provide ESI with subsequently filed or prepared information (including, without limitation, any financial statements and reports) of the type previously provided or contemplated.

7. Bidder Indemnification of ESI. Bidder shall defend, indemnify and hold harmless ESI, each of its parent and affiliates, and each of their respective officers, directors, employees, attorneys, agents and successors and assigns, upon demand, from and against any and all demands, suits, penalties, obligations, damages, claims, losses, liabilities, payments, costs and expenses, including reasonable legal, accounting and other expenses in connection therewith and costs and expenses incurred in connection with investigations and settlement proceedings, which arise out of, are in connection with, or relate to (i) any breach or violation of any covenant, obligation or agreement of Bidder set forth in this Agreement or (ii) any breach or inaccuracy of any of the representations or warranties of Bidder in this Agreement.

8. Waivers. Without limiting Section 14 below, no waiver by ESI, as agent, of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of ESI, as agent, and designated as a waiver. Any waiver at any time by ESI, as agent, of its rights, duties, and/or obligations with respect to any default under this Agreement, or with respect to any other matter arising out of or in connection with this Agreement, shall not be deemed a continuing waiver, nor a waiver with respect to any prior or subsequent default or other matter and shall be limited to its express terms. Any delay in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. A failure of ESI, as agent, to enforce any provision of this Agreement or to require performance by Bidder of any of the provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of ESI thereafter to enforce each and every provision hereof.

9. Assignment; Successors and Assigns. This Agreement and all of the rights, benefits, powers, privileges, duties, or obligations hereunder may be assigned by ESI, without prior notice to Bidder or Bidder's consent, to any of the Entergy Operating Companies or to any party or parties that acquire an ownership interest in ESI or ETI, its assets, businesses or any material part thereof, but none of this Agreement or any rights, benefits, powers, privileges,

duties or obligations hereunder may be assigned or otherwise transferred by Bidder without ESI's prior written consent, which may be granted or withheld in ESI's sole and absolute discretion. Any purported assignment or other transfer by Bidder in violation of the preceding sentence shall be void *ab initio* and of no effect. This Agreement shall be binding upon Bidder and the successors and permitted assigns of Bidder.

10. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the State of Texas (without giving effect to principles of conflicts of laws). Bidder hereby irrevocably consents to the non-exclusive personal jurisdiction and venue of any Texas state or United States Federal court of competent jurisdiction sitting in Travis County, Texas, in any action, claim or proceeding arising out of or in connection with this Agreement. BIDDER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES AND AGREES NOT TO ASSERT (I) THE DEFENSE OF LACK OF PERSONAL JURISDICTION, *FORUM NON CONVENIENS* OR ANY SIMILAR DEFENSE WITH RESPECT TO THE MAINTENANCE OF ANY SUCH ACTION, CLAIM OR PROCEEDING IN TRAVIS COUNTY, TEXAS, AND (II) THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

11. Liability for Bidder Representatives. Bidder shall ensure that each Bidder Representative is informed of the terms of this Agreement and that each such person adheres to this Agreement as it applies to Bidder as if such person were a party hereto. Bidder shall be responsible for any breach of this Agreement resulting from or arising out of the acts or omissions of any Bidder Representative.

12. Severability. All provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be (i) invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof and (ii) revised or reformed, to the maximum extent permitted under applicable Law, in a manner resulting in rights, duties and obligations most closely representing the intention of Bidder and ESI, as agent, as expressed herein.

13. Term. The term of this Agreement shall commence on the date hereof and shall continue in effect until the last to occur of (i) the completion of the RFP Process, (ii) the conclusion of any regulatory proceedings or litigation relating to the RFP Process, the Proposal or this Agreement or (iii) six (6) years from the Effective Date.

14. Integration. This Agreement contains the entire agreement between ESI and Bidder with respect to the subject matter hereof and supersedes all prior understandings, agreements and writings between them with respect to the subject matter hereof, whether written or oral, save and except for any written agreement with respect to confidentiality obligations and Bidder Registration. This Agreement may not be altered, amended, modified or otherwise changed by any prior, contemporaneous, or subsequent agreements, understandings, discussions or course of dealings unless the same is reduced to a writing that specifically refers to this Agreement and is signed by authorized representatives of Bidder and ESI. This Agreement may

be executed electronically or physically in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

15. **Enforceability; Reliance.** Bidder acknowledges and agrees that, notwithstanding anything to the contrary herein or elsewhere, Bidder intends for this Agreement to be, and this Agreement shall be, fully enforceable in all respects by ESI and ETI against Bidder, and ESI and ETI shall be considered the sole beneficiaries of this Agreement. Bidder hereby waives and disclaims any legal or equitable defense to any claim made by or on behalf of ESI, ETI or any ESI or ETI Representative deriving from or otherwise arising out of ESI and ETI not being a signatory to this Agreement. The obligations, waivers, disclaimers and terms of Sections 2 through 13 herein are fundamental to this Agreement, and ESI's decisions (as agent) to allow Bidder to continue to participate in this RFP and enter into this Agreement are made in express reliance on such obligations, waivers, and disclaimers.

IN WITNESS WHEREOF, Bidder has executed this Agreement as of the Effective Date and in the manner first written above.

Bidder ID: _____

Resource ID: _____

Proposal ID: _____

Bidder Name: _____

By: _____

Name: _____

Title: _____