



Appendix F
Credit / Collateral Requirements
2025 Request for Proposals
for
Renewable Resources
for
Entergy Mississippi, LLC

Entergy Services, LLC
April 22, 2025

Appendix F

Credit / Collateral Requirements

This Appendix F contains a brief overview of the rules and processes for credit evaluations in the RFP, certain bidder registration and proposal submission requirements related to credit, and key credit support terms for any Definitive Agreement arising out of the RFP. The rules and procedures seek to assure, first, that Seller's credit quality, when considered in the context of a Bidder's proposal to EML, complies with Entergy's corporate risk management standards for renewable and storage resource RFPs, and, second, that any requirement for material credit support associated with the proposal is made known to Bidder in advance and can be appropriately considered in the preparation and evaluation of the proposal. Bidders are advised that, as support for the second objective, and to help avoid protracted negotiations on credit support matters after proposal selection and reduce transaction execution risk, Section C significantly restricts Bidder's authority to take special exceptions to the terms of this Appendix F.

A. Requirements for Bidder Proposal Submission

As part of the Bidder Proposal Submission Process, Bidder is required to provide the credit information regarding Seller either in the Bidder Proposal Submission Template or in this Appendix F, to be provided at the bidder proposal submission stage of the RFP process. The information Bidder is required to provide at bidder proposal submission includes, among other things:

- the most recent Published Credit Rating from S&P and Moody's of Bidder (or, if different from Bidder, Seller), to the extent such a rating exists; and
- the annual audited financial statements for the past two (2) years and the current year reviewed quarterly financial statements of Bidder (or, if different from Bidder, Seller). Each financial statement needs to include the auditor's opinion and notes to the financial statements, the balance sheet, the income statement, and the cash flow statement.

In addition, as part of the Proposal Submission Process, Bidder is required to include in the Proposal Package for each proposal (i) the credit information regarding Seller either in Section 6 of Appendix D to the RFP or in this Appendix F, to be provided in the Proposal Package and (ii) a fully completed Appendix D Attachment E Form of Credit Certification, executed by a Treasury Officer (as defined in Section 4.5 of the Main Body), to be provided in response to item 6.1.1 in Appendix D.

If financial data and information of Bidder or Seller that are required to be provided in the Bidder Proposal Submission, Section 6 of Appendix D to the RFP, or this Appendix F are consolidated with that of another Person, all such data and information must be extracted and segregated from the consolidated data and information and included as a separate pdf document (as Attachment 1 to the Proposal Package, if the data or information is required as part of the Proposal Submission Process).

The statements contained in this Appendix F are made subject to the reservation of rights set forth in Appendix E and the terms and acknowledgements set forth in the Proposal Submission Agreement.

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B. Liquid Credit Support Requirements

1. Form. As noted in Section A above, the Definitive Agreement will require Seller to provide liquid credit support for its obligations. For PPA transactions and for BOT transactions, Seller will be required to post and maintain a letter of credit meeting the requirements of the RFP and the Definitive Agreement. For unaffiliated third party-financed BOT transactions during the period from and after the Closing, Seller may satisfy its liquid credit support obligations by, at its election, (i) letter of credit, (ii) cash holdback (where EML withholds a portion of the purchase price from its Closing payment to Seller in lieu of a letter of credit), or (iii) some combination of both.

If Bidder submits a proposal for an unaffiliated third party-financed BOT transaction, Bidder must specify in the Proposal Submission Template which of the three permitted post-Closing liquid credit support options it has elected. If Bidder has elected to provide post-Closing liquid credit support for a BOT transaction through a combination of letter of credit and cash holdback, Bidder must also specify in the Proposal Submission Template the percentage that will come via letter of credit and the percentage from cash holdback (which must total to 100% of the post-Closing liquid credit support obligation). The percentage of post-Closing liquid credit support between cash holdback and letter of credit will be fixed for the entire period that Seller is obligated to provide post-Closing liquid credit support, except that Bidder may specify a different percentage of cash holdback and letter of credit for the period from the Closing through the Substantial Completion Payment Date than for the period after the Substantial Completion Payment Date.¹

Any letter of credit provided pursuant to the Definitive Agreement must be substantially similar to the form letter of credit attached as Annex F-1. In addition, the letter of credit must be issued and maintained during its term by a U.S. commercial bank or the U.S. branch office of a foreign bank that, in either case, has a Published Credit Rating of at least A- from S&P and A3 from Moody's and total assets of at least \$10 billion (an amount subject to periodic adjustment in PPA transactions, as set forth in the Model PPA). Seller may provide and have in effect at any given time up to two (2) conforming letters of credit to satisfy its letter of credit obligations to Buyer.

2. Amount. Seller will be required to provide liquid credit support within three (3) Business Days after execution of the Definitive Agreement. The amount of liquid credit support that Seller must provide during the term of the Definitive Agreement will be adjusted at various milestone dates, as specified in the Definitive Agreement. The tables below show key milestones for the liquid credit support requirement (each, a "**Letter of Credit Milestone**" (PPAs and BOT Agreements or Term Sheet up to the Closing) or a "**Liquid Credit Support Milestone**" (BOT Agreement or Term Sheet at and after the Closing)) and, certain other exceptions set forth in the Definitive Agreement, the corresponding amount of the liquid credit support required to be in effect (each, the "**Required Letter of Credit Amount**" (PPAs and BOT Agreements or Term

¹ This flexibility is included to assure that Bidders financing the project with unaffiliated third-party funds have the flexibility to pay off the project's construction loan in full at the Closing.

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Sheet up to the Closing) or the “**Required Liquid Credit Support Amount**” (BOT Agreements at and after the Closing)).

BOT Agreement or Term Sheet

Table 1 provides key Letter of Credit Milestones for the BOT Agreement or Term Sheet and the associated Required Letter of Credit Amounts up to the Closing. MWs will be a total nameplate capacity MWs for the facility i.e. Solar PV or Wind nameplate capacity, plus battery option nameplate capacity MWs if the facility is hybrid.

<i>Table 1. BOT Agreement Letter of Credit up to Closing</i>	
Letter of Credit Milestone	Required Letter of Credit Amount
BOT Agreement Execution	\$2,500,000 + \$15,000/MW
Issuance of Full Notice to Proceed (FNTP)	\$100,000/MW

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Table 2 provides key Liquid Credit Support Milestones for the BOT Agreement or Term Sheet and the associated Required Liquid Credit Support Amounts at and after the Closing.

<i>Table 2. BOT Agreement Liquid Credit Support at and after Closing</i>	
Liquid Credit Support Milestone	Required Liquid Credit Support Amount
Closing - If Project Financed by Unaffiliated 3 rd Parties - If Project Not Financed by Unaffiliated 3 rd Parties (Self-Financed)	20% of the estimated Purchase Price as of the Closing 80% cash holdback of the estimated Purchase Price as of the Closing ²
Substantial Completion Payment Date (SCPD)	15% of the estimated Purchase Price* <u>plus</u> the amount of any and all pending indemnity of Buyer against Seller, capped at the aggregate then-undrawn initial post-Closing letter(s) of credit or the unused cash holdback amount (or combination thereof) (up to 20% of the Purchase Price)
One-year Anniversary of the SCPD	10% of the estimated Purchase Price <u>plus</u> the amount of any and all pending indemnity claims of Buyer against Seller, capped at the aggregate then-undrawn initial post-Closing letter(s) of credit or the unused cash holdback amount (or combination thereof) on the one-year SCPD anniversary
Two-year Anniversary of the SCPD	\$0, <u>plus</u> the amount of any and all pending indemnity claims of Buyer against Seller, capped at the aggregate then-undrawn initial post-Closing letter of credit amount(s) or unused cash holdback amount(s) (or combination thereof) on the two-year SCPD anniversary

*In addition, at the Substantial Completion Payment Date, Buyer will retain 175% of the agreed value of the punch list items as security for Seller's performance of its punch list obligations and an additional amount as security for manuals, drawings, and other items to be provided by Buyer by Final Completion.

² A smaller percentage will apply for a self-financed project if in the RFP Seller proposed, in accordance with the requirements of the RFP, in the selected proposal (and the Parties have not otherwise agreed) that Seller will receive a larger percentage of the Purchase Price at the Closing.

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PPA

Table 3 provides key Letter of Credit Milestones for the PPA and the associated Required Letter of Credit Amounts. The Required Letter of Credit Amounts are not subject to adjustment for inflation or the time value of money over the term of the PPA. MWs will be a total nameplate capacity MWs for the facility i.e. Solar or Wind nameplate capacity, plus battery option nameplate capacity MWs if the facility is hybrid.

<i>Table 3. PPA Letter of Credit</i>	
Letter of Credit Milestone	Required Letter of Credit Amount
PPA Execution	\$2,500,000 + \$15,000/MW, up to a maximum of \$4,000,000
Receipt of Required Regulatory Approvals (or Buyer's Waiver of its Regulatory Approval Condition)	\$100,000/MW
Commercial Operation Date	\$200,000/MW
PPA Expiration + 270 days	\$0, <u>plus</u> the amount of any and all pending indemnity claims of Buyer against Seller, capped at the aggregate undrawn letter of credit amount(s) on the 270 th day after the PPA expires

If Seller has one or more Eligible Agency Ratings, the CET will rely on the lowest credit rating from the Eligible Agency Ratings when assessing Seller's creditworthiness. If there are no such Eligible Agency Ratings, the CET will evaluate Seller's credit quality using credit information provided by Bidder in the RFP (see, e.g., Section A above, Section 6 of Appendix D), including in response to clarifying questions from the CET, or otherwise available to the CET and that the CET deems relevant to the credit assessment. The CET will also determine the total credit support exposure of Buyer and its Affiliates to Seller and its Affiliates ("**Portfolio Exposure**") with and without the proposed transaction. The CET may conduct other analyses relevant to the credit evaluations.

C. Special Considerations.

THE CREDIT SUPPORT PROVISIONS OF THIS APPENDIX F ARE MATERIAL TO THE RFP. TO ENSURE THE CONSISTENT TREATMENT OF PROPOSALS, EXPEDITE THE NEGOTIATION OF DEFINITIVE AGREEMENTS ARISING OUT OF THE RFP, AND REDUCE TRANSACTION EXECUTION RISK, BIDDERS MAY NOT TAKE SPECIAL EXCEPTIONS TO THE CORE TERMS OF THIS APPENDIX F, INCLUDING, WITHOUT LIMITATION, THE PROCESSES DESCRIBED IN SECTION A, THE FORMS OF LIQUID CREDIT SUPPORT TO BE UTILIZED IN DEFINITIVE AGREEMENTS (CLARIFYING OR

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SIMILARLY MINOR SPECIAL EXCEPTIONS TO ANNEX F-1 AND THE ATTACHMENTS THERETO ARE PERMITTED), THE LIQUID CREDIT SUPPORT MILESTONES THE REQUIRED LETTER OF CREDIT AMOUNTS, THE REQUIRED LIQUID CREDIT SUPPORT AMOUNTS, AND ASSOCIATED METHODOLOGIES DESCRIBED IN SECTION B AND IN THE MODEL CONTRACTS, AND THE TERMS OF THIS SECTION C. EXCEPT IN EXTRAORDINARY CIRCUMSTANCES, EML WILL NOT NEGOTIATE THE RFP'S CORE CREDIT TERMS WITH BIDDER OR SELLER. DURING THE QUESTION PHASE OF THE RFP, BIDDER MAY SUBMIT WRITTEN INQUIRIES ABOUT ANY OF THE TERMS OF THIS APPENDIX F, ANY OF THE MODEL CONTRACTS, AND ANY OTHER RFP PROVISIONS RELEVANT TO THE CREDIT EVALUATION AND CREDIT SUPPORT.

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Annex F-1

Form of Letter of Credit

Irrevocable Standby Letter of Credit No. [L/C NUMBER]

Date:[L/C ISSUANCE DATE]

BENEFICIARY:

ENTERGY MISSISSIPPI, LLC

c/o ENTERGY SERVICES, LLC

2107 RESEARCH FOREST DR.

THE WOODLANDS, TEXAS 77380

APPLICANT:

[INSERT NAME]

[ON BEHALF OF [_____]]

[INSERT ADDRESS]

[INSERT CITY/STATE/ZIP CODE]

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF [●] (THE “APPLICANT”), ON BEHALF OF [●] (THE “ACCOUNT PARTY”), [ADDRESS], WE, [●] (THE “ISSUER”), HEREBY ESTABLISH, EFFECTIVE IMMEDIATELY, IN FAVOR OF ENTERGY MISSISSIPPI, LLC (THE “BENEFICIARY”), OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [●] (THIS “LETTER OF CREDIT”) IN THE AGGREGATE AMOUNT OF [●] AND NO/100 UNITED STATES DOLLARS (U.S. \$[●].00) (AS SUCH AMOUNT MAY BE REDUCED FROM TIME TO TIME BY PARTIAL DRAWS HEREUNDER, THE “STATED AMOUNT”).

THIS LETTER OF CREDIT IS BEING ISSUED PURSUANT TO THAT CERTAIN [B-O-T ACQUISITION [AGREEMENT]][TERM SHEET]][POWER PURCHASE AGREEMENT], DATED AS OF [●], 202[●], BY AND AMONG THE APPLICANT, THE ACCOUNT PARTY, AND THE BENEFICIARY (SUCH AGREEMENT, AS MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “AGREEMENT”).

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THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE, AND PAYABLE AT THE ISSUER'S OFFICE LOCATED AT *[INSERT PHYSICAL ADDRESS OF BANK'S COUNTERS]* AND, EXCEPT AS PROVIDED BELOW, EXPIRES WITH OUR CLOSE OF BUSINESS ON *[INSERT DATE THAT IS AT LEAST 364 DAYS AFTER THE EFFECTIVE DATE OF L/C]* (AS SUCH DATE MAY BE EXTENDED AS PROVIDED BELOW, THE "EXPIRATION DATE").

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE INITIAL EXPIRATION DATE, AND THEREAFTER FOR ONE (1) YEAR FROM EACH FUTURE EXPIRATION DATE, UNLESS, AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE THEN APPLICABLE EXPIRATION DATE, WE NOTIFY THE BENEFICIARY IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR OVERNIGHT COURIER SERVICE AT THE ABOVE-STATED ADDRESS THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE THEN-APPLICABLE EXPIRATION DATE; PROVIDED, HOWEVER, THAT THE BENEFICIARY MAY, AT ANY TIME, RETURN THIS LETTER OF CREDIT TO US BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR OVERNIGHT COURIER, WITH INSTRUCTIONS TO CANCEL THIS LETTER OF CREDIT, AND WE SHALL THEREAFTER CANCEL THIS LETTER OF CREDIT EFFECTIVE UPON OUR RECEIPT OF THIS LETTER OF CREDIT FROM THE BENEFICIARY, TOGETHER WITH SUCH INSTRUCTION.

THIS LETTER OF CREDIT SHALL FINALLY EXPIRE ON *[INSERT DATE THAT IS AT LEAST ONE YEAR AFTER THE INITIAL EXPIRATION DATE OF L/C]*, IF IT HAS NOT PREVIOUSLY EXPIRED IN ACCORDANCE WITH THE PRECEDING PARAGRAPH.

FUNDS IN PAYMENT OF A DRAWING UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY BY PAYMENT AT SIGHT AGAINST PRESENTATION, AT OUR OFFICE STIPULATED HEREINABOVE, OF THE APPROPRIATELY COMPLETED SIGHT DRAFT(S) IN THE FORM OF EXHIBIT 1 ATTACHED HERETO AND THE APPROPRIATELY COMPLETELY DRAWING CERTIFICATE(S) IN THE FORM OF EXHIBIT 2 ATTACHED HERETO, EACH PURPORTEDLY BEARING THE SIGNATURE OF AN AUTHORIZED PERSON FOR THE BENEFICIARY (COLLECTIVELY, THE "DRAWING DOCUMENTS").

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED FOR PAYMENT ON OR BEFORE THE EXPIRATION DATE. IF A DRAWING IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF IS PRESENTED AT THE ADDRESS SPECIFIED ABOVE OR DELIVERED TO US BY OVERNIGHT COURIER AT OR PRIOR TO THE CLOSE OF BUSINESS ON A BUSINESS DAY, PAYMENT OF THE AMOUNT SPECIFIED IN SUCH DRAFT WILL BE MADE ON OR BEFORE THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY FOLLOWING THE BUSINESS DAY OF DELIVERY.

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WE MAY DISHONOR DRAWING DOCUMENTS ONLY IF SUCH DOCUMENTS DO NOT COMPLY WITH THE TERMS OF THIS LETTER OF CREDIT. WE HAVE NO DUTY OR RIGHT TO INQUIRE INTO THE VALIDITY OF OR THE BASIS FOR ANY DRAW. ANY NOTICE OF DISHONOR SHALL STATE ALL DISCREPANCIES UPON WHICH OUR DISHONOR IS BASED. PRESENTATION OF DEMANDS FOR AMOUNTS IN EXCESS OF THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT IS ACCEPTABLE AND SUCH DEMANDS ARE NOT DISCREPANT FOR THAT REASON; HOWEVER, THE AMOUNT WE ARE OBLIGATED TO PAY ON ANY SUCH DEMAND WILL NOT EXCEED THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER. ANY DRAWING HONORED HEREUNDER BY THE ISSUER SHALL REDUCE THE STATED AMOUNT AVAILABLE FOR DRAWINGS BY THE AMOUNT OF SUCH DRAWING.

THIS LETTER OF CREDIT (INCLUDING THE DRAW RIGHTS HEREUNDER) IS (ARE) TRANSFERABLE BY THE BENEFICIARY (INCLUDING AS COLLATERAL FOR INDEBTEDNESS OF THE BENEFICIARY), AND MAY BE SUCCESSIVELY TRANSFERRED. WE HEREBY ACKNOWLEDGE AND CONSENT, WITHOUT FURTHER CONDITIONS, TO THE PRESENT OR FUTURE ASSIGNMENT OF THE PROCEEDS OF ANY DRAWING UNDER THIS LETTER OF CREDIT. TRANSFER OF THIS LETTER OF CREDIT (INCLUDING THE DRAW RIGHTS) OR ANY ASSIGNMENT OF DRAW PROCEEDS HEREUNDER SHALL BE EFFECTED, WITHOUT FURTHER CONDITIONS, BY THE PRESENTATION TO US OF AN APPROPRIATELY COMPLETED CERTIFICATE SUBSTANTIALLY IN THE FORM OF EXHIBIT 3 ATTACHED HERETO PURPORTEDLY BEARING THE SIGNATURE OF AN AUTHORIZED PERSON FOR THE BENEFICIARY ("TRANSFER CERTIFICATE"). UPON RECEIPT OF A TRANSFER CERTIFICATE, WE UNDERTAKE TO EXECUTE PROMPTLY THE CONFIRMATION SET FORTH AT THE END OF THE TRANSFER CERTIFICATE AND FORWARD THE SAME DIRECTLY TO THE TRANSFEREE; HOWEVER, SUCH CONFIRMATION SHALL NOT BE A CONDITION TO THE TRANSFER. WE HAVE NO DUTY OR RIGHT TO INQUIRE INTO WHETHER ANY TRANSFEREE OF THIS LETTER OF CREDIT (INCLUDING THE DRAW RIGHTS HEREUNDER) IS THE BENEFICIARY'S PERMITTED ASSIGNEE OR SUCCESSOR UNDER THE AGREEMENT OR ANY OTHER CONTRACT AND WE MAY RELY EXCLUSIVELY ON YOUR CERTIFICATE. A TRANSFEREE OF THIS LETTER OF CREDIT SHALL SUCCEED AND BE ENTITLED TO ALL RIGHTS AND SUBJECT TO ALL OBLIGATIONS OF THE ASSIGNING BENEFICIARY UNDER THIS LETTER OF CREDIT FROM AND AFTER THE EFFECTIVENESS OF THE TRANSFER OF THIS LETTER OF CREDIT TO SUCH TRANSFEREE.

ALL BANKING CHARGES ASSOCIATED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE APPLICANT.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY OTHER THAN SATURDAY, SUNDAY, OR A DAY ON WHICH COMMERCIAL BANKS IN NEW YORK, NEW YORK, ARE AUTHORIZED OR REQUIRED TO CLOSE.

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THIS LETTER OF CREDIT IS GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO. 590 ("ISP98"), EXCEPT TO THE EXTENT THAT THE TERMS OF THIS LETTER OF CREDIT ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP98, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN. AS TO MATTERS NOT ADDRESSED BY THE ISP98, AND TO THE EXTENT NOT INCONSISTENT WITH THE ISP98 OR THE TERMS OF THIS LETTER OF CREDIT, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK) AND APPLICABLE U.S. FEDERAL LAW.

THIS LETTER OF CREDIT, INCLUDING THE EXHIBITS HERETO, SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REASON OF OUR REFERENCE TO ANY AGREEMENT OR INSTRUMENT, INCLUDING ANY AGREEMENT OR INSTRUMENT IN WHICH THIS LETTER OF CREDIT IS REFERENCED. ANY SUCH AGREEMENT OR INSTRUMENT SHALL NOT BE DEEMED INCORPORATED HEREIN BY REFERENCE.

SINCERELY,

[ISSUING BANK]

NAME:

TITLE: _____

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EXHIBIT 1

*[BENEFICIARY LETTERHEAD]*³

SIGHT DRAFT

[DATE]

[BANK

DEPARTMENT

ADDRESS STREET

CITY, STATE, ZIP]

ATTENTION:*[STANDBY LETTER OF CREDIT SECTION]*

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [●]

FOR VALUE RECEIVED, PAY TO THE ORDER OF [●] BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:

[NAME OF ACCOUNT]

[ACCOUNT NUMBER]

[NAME AND ADDRESS OF BANK AT WHICH ACCOUNT IS MAINTAINED]

[ABA NUMBER]

[REFERENCE]

THE FOLLOWING AMOUNT:

[INSERT NUMBER OF DOLLARS IN WRITING] UNITED STATES DOLLARS

(US\$ [INSERT NUMBER OF DOLLARS IN FIGURES])

DRAWN UPON YOUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [●] DATED [●], 20[●].

[INSERT NAME OF THE BENEFICIARY/TRANSFeree]

BY: _____

NAME:

TITLE:

³ Use the applicable Transferee letterhead if Entergy Mississippi, LLC has transferred the Letter of Credit.

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EXHIBIT 2

DRAWING CERTIFICATE

[DATE]

[BANK

DEPARTMENT

ADDRESS STREET

CITY, STATE, ZIP]

ATTENTION: *[STANDBY LETTER OF CREDIT SECTION]*

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [●]

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF ENTERGY MISSISSIPPI, LLC⁴ (THE “BENEFICIARY”) OF THE CAPTIONED LETTER OF CREDIT (THE “LETTER OF CREDIT”), HEREBY CERTIFIES TO [●] (THE “ISSUER”) WITH RESPECT TO THE LETTER OF CREDIT (THE TERMS DEFINED IN THE LETTER OF CREDIT AND NOT OTHERWISE DEFINED HEREIN BEING USED HEREIN AS DEFINED IN THE LETTER OF CREDIT) THAT:

(1) [●] (THE “ACCOUNT PARTY”) IS A PARTY TO THAT CERTAIN [B-O-T ACQUISITION [AGREEMENT] [TERM SHEET] [POWER PURCHASE AGREEMENT], DATED AS OF [●], 202[●], BY AND AMONG THE ACCOUNT PARTY, [SELLER PARENT GUARANTOR,] AND THE BENEFICIARY (SUCH AGREEMENT, AS MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “AGREEMENT).

– AND –

(2) THE AMOUNT BEING DRAWN PURSUANT TO THIS CERTIFICATE IS IN THE AMOUNT THAT IS DUE AND OWING TO THE BENEFICIARY UNDER THE AGREEMENT OR ANY OTHER “ANCILLARY AGREEMENT” (AS DEFINED IN THE AGREEMENT) BEYOND ANY APPLICABLE NOTICE OR GRACE PERIOD AND REMAINS UNPAID AT THE TIME OF THIS DRAWING.

-OR-

⁴ Use the name of the applicable Transferee if Entergy Mississippi, LLC has transferred the Letter of Credit.

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(3)(A) THE LETTER OF CREDIT WILL EXPIRE IN THIRTY (30) CALENDAR DAYS OR LESS OR (B) THE LETTER OF CREDIT NO LONGER SATISFIES THE REQUIREMENTS SET FORTH IN THE DEFINITION OF “LETTER OF CREDIT” IN THE AGREEMENT, AND, IN EITHER CASE, THE APPLICANT (ON BEHALF OF THE ACCOUNT PARTY) OR THE ACCOUNT PARTY HAS FAILED TO PROVIDE A SUBSTITUTE LETTER OF CREDIT MEETING THE APPLICABLE REQUIREMENTS OF THE AGREEMENT WITHIN THE PERIOD REQUIRED UNDER THE AGREEMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS DRAWING CERTIFICATE ON THIS [●] DAY OF [●], 20[●].

BY: _____

NAME: _____

TITLE: _____

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EXHIBIT 3

FORM OF TRANSFER NOTICE

[DATE]

[BANK

DEPARTMENT

ADDRESS STREET

CITY, STATE, ZIP]

ATTENTION: *[STANDBY LETTER OF CREDIT SECTION]*

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [●]

LADIES AND GENTLEMEN:

THIS TRANSFER NOTICE IS PRESENTED UNDER THE REFERENCED LETTER OF CREDIT. CAPITALIZED TERMS NOT OTHERWISE DEFINED IN THIS TRANSFER NOTICE HAVE THE MEANINGS GIVEN TO THEM IN THE LETTER OF CREDIT.

FOR VALUE RECEIVED, THE BENEFICIARY HEREBY IRREVOCABLY ASSIGNS TO:

NAME OF TRANSFEREE:

ADDRESS:

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY *[PICK FIRST ALTERNATIVE FOR FULL ASSIGNMENT AND SECOND ALTERNATIVE FOR ASSIGNMENT OF PROCEEDS]* *[UNDER THE LETTER OF CREDIT IN ITS ENTIRETY]* *[TO THE PROCEEDS OF ANY DRAWINGS UNDER THE LETTER OF CREDIT, WHICH SHALL BE PAYABLE AS FOLLOWS: [INSERT ANY APPLICABLE PAYMENT INSTRUCTIONS]].*

THIS ASSIGNMENT SHALL BE EFFECTIVE AS OF [●].

[INSERT ONLY FOR FULL ASSIGNMENT] *[BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY UNDER SUCH LETTER OF CREDIT ARE ASSIGNED TO THE TRANSFEREE AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS AND WHETHER NOW EXISTING OR HEREAFTER MADE. ANY AND ALL AMENDMENTS TO THE LETTER OF CREDIT AFTER THE EFFECTIVENESS OF THIS ASSIGNMENT ARE TO BE MADE DIRECTLY WITH THE TRANSFEREE AND WITHOUT*

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THE NECESSITY OF NOTICE TO OR THE CONSENT OF THE UNDERSIGNED BENEFICIARY.]

WE ASK YOU TO EXECUTE THE CONFIRMATION SET FORTH BELOW AND FORWARD IT DIRECTLY TO THE TRANSFEREE.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS TRANSFER NOTICE AS OF THE [●] DAY OF [●], 20[●].

[INSERT NAME OF THE BENEFICIARY]

BY: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS TRANSFER NOTICE AS OF THE [●] DAY OF [●], 20[●], AND HEREBY CONFIRMS THE ASSIGNMENT OF THE LETTER OF CREDIT TO THE TRANSFEREE REFERENCED ABOVE.

[INSERT BANK NAME]

BY: _____

NAME: _____

TITLE: _____

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