

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
AECC	EAI	Arkansas	PCITA		1700	EAI Co-Owner Thomas B. Fitzhugh Gen. Station Carl E. Bailey Gen. Station John L. McClellan Gen. Station Flint Creek Power Plant White Bluff SES Independence SES Carl S. Whitlock Hydroelectric Gen. Stat Elec. Cooperatives of Ark. Hydropower Gen. Station	Jonesboro West, Trumann West, Black Rock 161kv, Crowley Ridge 115kv, Monette, Light 115kv, Paragould South, Halliday, Marmaduke 161kv, Cash, Trumann, Hoxie South, Heber Springs North, Ward, Oppelo, DeLuce, Gravel Ridge, Copper Ridge, Pangburn, Beebe, Sardis, Hollis, North Jacksonville, Congo, Remington, Tull, Crows, Humphrey, Wabbaseka, Colegville, England North, Jacksonville South, Keo, H.S. Village South, Ironton 115kv, Gravel Ridge South, H.S. Village East, Lewisville West, Palmos West, Bailey, Palestine, Wynne East 161kv, Forrest City West, Helena Industrial, Marianna South, Marianna West, Marvell, Barton North, Osage Creek, Harrison South, Green Forest, Glendale 115kv, Dumas, Grady, Dumas East, Wilmar, Gould, Rison, Hermitage, Grapevine, Sheridan South, Pinebergen, Lacy, Warren West AECC, Pochontas East 161kv, Rector North, Coming North 115kv, Pochontas West, Dell AECC 161kv sw. sta, Dell AECC 500kv, Manilla 161kv, Promised Land, Gosnell, De 1 East, Lepanto, Osceola West, Midway-Jordan, Southland, Hardy East, Marimoth Spring South, McClellan, Red Hill, Troy, Camden Southeast, Camden South, Sparkman East, Clinton West, Clinton South, Marshall, Quitman, Wonderview, Bolkinburg, Bee Branch, Hope East, Okolona, Alpine, Arkadelphia Northwest, Whelen Springs, Amity, Gurdon North, Gurdon I.P., Murfreesboro East, Richwoods North, Antioine West, North Lake Village, Meridian, Boydeji, Jerome, East Eudora, West Eudora, Chicot 115kv, Montrose, West Crossett, Wilmont, Crossett Crossroad, Lake Village West, Mist	Dated 6/27/77 Cancelled agreement dated 11/26/63 Cancelled agreement dated 4/20/72	12/31/99	5-years	Shall inure to the benefit of and be binding upon the parties hereto and their respected successors and assigns	NO
AECC	EAI	Arkansas	20 th Amendment to 6/27/77 PCITA					Dated 5/12/93 Increased Term	12/31/18	5-years		

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Ameren (Union Electric) Previously known as Union Electric	EAI	Arkansas	21 st Amendment to 6/27/77 PCTA		40 40 40 20 20 20		Hayti North Hayti South Porageville Jim Hill Arbyrd Blytheville	Dated 6/7/94 Addition Service AECC can use PTP Transmission service with PCTA	No Change	5-years	Shall bind and inure to the benefit of the parties hereto, their successors and assigns, only with prior written consent of the parties such consent shall not be unreasonably withheld or withheld to prevent this Agreement from binding or inuring to the benefit of the surviving entity in any corporate reorganization, merger, consolidation or acquisition involving a party in which the party is not a surviving entity.	YES
Benton, AR (city of)	EAI	Arkansas	3 rd Amendment to Wholesale Power Agreement		60	Energy Arkansas, Inc.		9/1/89	12/31/00	new agreement proposed with term of 1 1/2 years with Agreement ending 6/30/02 no cancellation notice	This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, and any such assignment without such consent shall be null and void, provided that no prior consent shall be necessary for an assignment or on behalf of EAI to any affiliate or subsidiary of EAI or any Energy Corporation, Energy Operating Company, or Energy Services, Inc.	YES
Brazos, TX (city of)	EGSI-TX	Texas	System Power Agreement		64				12/31/02			

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Calldwell, TX (city of)	EGSI-TX	Texas	Wholesale Electric Service		12	EWO		7/28/89	3/31/00 Rolling 1- year term	1 year notice to cancel	Shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the customer shall not assign any of its rights under the Agreement without obtaining the prior written consent of the company.	
Campbell, MO (city of)	EAI		PCITA		5	Energy Arkansas, Inc.		6/23/83	2/28/93 - rolling agreement	5 years	Neither party to this Agreement may assign its rights hereunder without the consent of the other, except that either party may, without the consent of the other party, assign, pledge or hypothecate its rights hereunder to its trustee or mortgagee under a mortgage or trust indenture.	NO
								4/29/86 3 rd Amendment to PCITA dated 6/23/83	12/31/2006 rolling agreement	36 months		

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
CLECO	ELI	Louisiana	Coordination Agreement		488	CLECO		9/1/55	11/17/06 - 10 year self renewing	5 years	Shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it shall not be assignable by either party without the written consent of the other party except to a successor in the operations of its properties.	NO
	EGSI-LA	Louisiana	Supplementary Agreement to Interconnection Agreement dated 9/1/51					3/1/369	Until 11/7/90- continues until terminated	3 year notice	Shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it shall not be assignable by either party without the written consent of the other party except to a successor in the operations of its properties.	NO
Conway, AR (City of)	EAI	Arkansas	PCITA		175	EAI Sale and EAI Co-Owner 22 MW (2% of White Bluff's 1659MWS) and 34MW (2% of Independence's 1678 MWS)		3/1/82	In effect until notice	5 years	Neither party may assign its rights without consent of the other, except that either party may, without consent of the other party, assign, pledge, or hypothecate its rights	
			4 th Amendment to PCITA dated 3/1/82					6/1/95	Same	Same	Same	

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Conway, AR (city of) (cont'd)			5 th Amendment to PCITA dated 3/1/82					10/3/96	12/31/05 continue until terminated	1 year	Same	
			6 th Amendment to PCITA dated 3/1/82					12/1/97	Same		Same	
Erath, LA (city of)	EGS-LA	Louisiana	Wholesale Power Agreement		4.5	EMO			2002			
Farmer's Electric Coop Corp.	EAI	Arkansas	Wholesale Power Agreement		24	EAI Sale		7/10/91	12/31/00		Shall be binding under and inure to the benefit of the parties hereto, their successors and assigns. Neither party may assign this Agreement except with the consent of the other party, and only to a person, firm or corporation acceptable to the other party, and at the time of such assignment capable of performing, and which shall assume performance of the assigning party's obligations hereunder.	NO
			1 st Amendment to Wholesale Power Agreement dated 7/10/91					12/1/95	12/31/00		Same	
			2 nd Amendment to Wholesale Power Agreement (EAI) has transmission service for Farmers (firm PTP)					12/1/98	12/31/00		Same	YES

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Hodge Utility Operating Company	ESI	Louisiana	Interconnection Agreement			EMO		2/26/97	2/28/02	can terminate with 30 day notice in writing (section 8)	Neither party shall assign its interest in this Agreement in whole or party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto; provided that no permitted sale, assignment, transfer or other disposition shall release or discharge Hodge or Energy Services from its obligations under this agreement.	NO
Hope, AR (city of)	EAI	Arkansas	Transmission Service Agreement		10	Entergy Arkansas, Inc.		10/1/89	10/1/94 one year rollover	1 year	Customer may assign this Agreement only with the consent of AP&L and only to a person, firm or corporation with credit acceptable to AP&L, and at the time of such assignment, capable of performing, and which shall assume performance of customer's obligations hereunder.	NO
Kaplan, LA (city of)	EGS/LA	Louisiana	Wholesale Power Agreement		12	Entergy Arkansas, Inc.						
Kirbyville, TX (city of)			Wholesale Power Agreement		2.5	EMO						

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Lafayette, LA (city of	EGS	Louisiana	Power Interconnection Agreement			Cleco Rodenmacher - 58 SPA Hydro - 14 Vidalia Hydro - 3		10/29/84	2015		Shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, but it shall not be assignable by any party without the written consent of the other parties except as to GSU to a successor in the operation of properties in the State of Louisiana.	NO
	ELI	Louisiana	Interchange Agreement (CLECO and EGS-LLA provide Transmission service)					10/6/88	2/28/93 3 year rollover	1 1/2 years	Shall inure to the benefit of and be binding upon LP&L and Lafayette and their respective successors and assigns, and, insofar as is permitted by law, upon any receiver or trustee in bankruptcy, reorganization or receivership of either party.	NO
LEPA	ELI	Louisiana	Interconnection Agreement		14	Entergy Arkansas, Inc.		10/1/82	11/30/17 5-year rollover	3 years	Neither party shall assign or otherwise dispose of its rights or interest in this agreement in whole, or party, other than the company to a successor organization without written consent of other party.	NO
	EGS	Louisiana	Interconnection Agreement		80			11/15/82	2013	settlement agreement with 1-year notice to LEPA to switch	Shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, but it shall not be assignable by any party without the written consent of the other parties except as to GSU to a successor in the operation of properties in the State of Louisiana and LEPA to a successor in the operation of its properties in the State of Louisiana.	NO

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
MEAM	EMI	Mississippi	Interconnection Agreement		103	City of Clarksdale Generation City of Greenwood Generation Yazoo City Generation Firm Power from South Eastern Power Admin Power from Cajun Electric Power Coop Power from Entergy Power Inc. Power from Oklahoma Gas & Electric Purchase from ESI	Canton Durant Itta Bena Kosciuski Leland Greenwood Clarksdale Yazoo City	7/1/84	11/1992	5 years In the event of joint ownership of generation facilities by parties hereto, or by MEAM or MSE, such joint ownership shall IPSCO FACTO extend initial term hereof to the date of permanent cessation of such jointly owned generation facilities	Shall inure to the benefit of and be binding upon MP&L and MEAM and their respective successors and assigns, and, inssofar as is permitted by law, on any receiver or trustee in bankruptcy, reorganization or receivership of either party. Neither party may assign its interest in this Interconnection Agreement without the express written consent of the other.	NO
Newton, TX (city of)	EGSI-TX	Texas	Wholesale Power Agreement		6	EMO						
North Arkansas Electric	EAI	Arkansas	Wholesale Power Agreement	FERC 135 Supp. No. 1	1.5	EMO	Distribution Service - 13.8mw Baxter County	7/10/91	12/31/00	None Stated	Neither party may assign this Agreement except with the consent of the other party, and only to a person, firm or corporation acceptable to the other party, and at the time of such assignment capable of performing, and which shall assume performance of the assigning party's obligations hereunder.	NO

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT	
North Little Rock (city of)	EAI	Arkansas	Power Agreement		262	EAI Sale Internal Hydro facility in N. Little Rock		3/31/94	12/31/04		Shall not be assigned by either party without mutual agreement of both parties	NO	
			1 st Amendment to Power Agreement dated 3/31/94				8/16/95	Same					
			2 nd Amendment to Power Agreement dated 3/31/94					2/10/97	Same				
Osceola, AR (city of)	EAI	Arkansas	PCTA		45	EAI Sale and EAI Co-Owner Plus 8MW (0.5% of ISES and internal peaking units)		12/22/82	12/31/99 year to year rollover	5 years	Neither party of this agreement may assign its rights hereunder without the consent of the other, except that either party may, without the consent of the other party, assign, pledge or hypothecate its rights hereunder to its trustee or mortgagee under a mortgage or trust indenture	NO	
			Wholesale Power Agreement			20	EAI Sale		7/1/91	12/31/2000 no rollover		The provision hereof shall be binding under and inure to the benefit of the parties hereto, their successors and assigns. Neither party may assign this Agreement except with the consent of the other party, and only to a person, firm or corporation acceptable to the other party, and at the time of such assignment capable of performing, and which shall assume performance of the assigning party's obligations hereunder. Upon assignment and assumption, the assigning party shall be discharged from its obligation hereunder and shall not be responsible for any failure of performance on the part of the assignee.	NO

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
Ruston, LA (city of)	ELI	Louisiana	Interconnection Agreement			Internal Generation SPA-Hydro - 3		9/15/75	10 year self renewing terms No sooner than 2 years -no less than 1.5 years prior to the expiration date of current term		Neither party of this agreement shall assign or otherwise dispose of rights or interest in this Agreement, in whole or in part, without the written consent of the other party.	
			Compliance Amendment for FERC Order 888									

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
SMEPA	EMI	Mississippi	Coordination Agreement		341	Grand Gulf Ownership Cajun Purchase Self supply from off-system (SEPA, SMEPA)	EMI: Port Gibson, Roxie, Silver Creek, Rankin co, Airport, Brandon, Liberty, Brookhaven-Magnolia EPA, Tylertown, Anchor Curve, Lexington, Pickens, Shelby-Coahoma EPA, Clarksdale, Marks, Walls, Lula, Tunica, Cleveland, S. Cleveland, Greenville, Stringtown, Greenwood, Schlater, Moorhead, Inverness, Indiana, Winona, Shelby-Delta EPA, Ruleville, Leland, Belzoni, Hollandale, Rolling Fork Coop: Ulita, Jr. College, Brookhaven-Southwest EPA, Lorman, Washington, South Hatcherz, Crosby, Woodville, Peelsville, Pine Ridge, Alcorn, Fayette, Old Brookhaven Southwest EPA, Loyd Star, Centertown, Florence-Southern Pine EP, South Brandon, Monticello-GP, Monticello, Shady Grove, East Whitfield, Mountain Creek, Jayess, Northfield, Progress, Smithdale, Gillsburg, East McComb, Dexter, Little Creek, Mallalieu, Friendship, Pisgah, Arlington, Salem, Redwood, Little Yazoo, Midway, Fort Redwood, West Yazoo, Sunflower, Banks, Lyon, Poca, Shaw, Blackhawk, Acona, Minter City, Ita Bena, Carrollton, East Greenwood, North Winona, Heathman, H.M. Evans, Swiftwater, Onward, Hampton, Murphy, Isola, Refuge	7/18/79	7/18/09	10 years	Shall inure to the benefit of and be binding upon MP&L and SMEPA and their respective successors and assigns, and insofar as is permitted by law, on any receiver or trustee in bankruptcy, reorganization or receivership of either party. Neither party may assign its interest in this coordination agreement without the express written consent of the other party.	NO
	EMI	Mississippi	Interconnection Agreement					7/18/79	12/31/84 5 year rollover	5 years term tied to joint ownership of generation facilities	Shall inure to the benefit of and be binding upon MP&L and SMEPA and their respective successors and assigns, and insofar as is permitted by law, on any receiver or trustee in bankruptcy, reorganization or receivership of either party. Neither party may assign its interest in this coordination agreement without the express written consent of the other party.	NO

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
			1 st Amendment to Interconnection Agreement dated 7/18/79					9/26/79	Same		Same	
			2 nd Amendment to Interconnection Agreement dated 7/18/79					1/1/82	Same		Same	
SPA	EAI	Arkansas	Operating Agreement					5/8/00	CHECK		Neither party hereto shall assign this Operating Agreement without the prior written consent of the other; however, in no event shall such consent be withheld unreasonably. Furthermore, prior to any assignment of this Operating Agreement, the assigning party shall secure from its assignee in writing the acceptance of all terms and conditions of this Operating Agreement and shall provide such written acceptance of the other party hereto.	?
Thayer, MO (city of)	EAI		PCITA		6	EAI Sale SPA purchase		6/23/83	6/30/93		Neither party may assign its rights without consent of the other, except that either party may, without the consent of the other party, pledge or hypothecate its rights	NO
			1 st Amendment to PCITA dated 6/23/83					1/21/86	Year to year rollover	60 months	Same	
			2 nd Amendment to PCITA dated 6/23/83					4/3/96	12/31/2006 In effect until notice	5 years	Same	

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
TVA	EMI	Mississippi	Amendatory Agreement to Interconnection Agreement		6.4 15.3 8.3 8.2	TVA	Ludlow Charleston Crenshaw Oakland Pump	01/15/86	12/31/99	3 years (sent letter to terminate agreement to provide electric service on 8/31/03)		NO
Union Electric (AMEREN)	EAI	Arkansas	Service Area Boundary Agreement (supply distribution service)					8/2/90	30 days notice		The provisions of this agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of each company.	?
	EAI	Arkansas	Interchange Agreement Cancels Ameren electric service agreement dated 2/2/88 Wholesale Electric Service dated 3/24/74					8/2/90	In effect until 10 years after the expiration of Power Agreement - 4/1/09 Rolling 1-year term	5 years	The provisions hereof shall be binding under and inure to the benefit of the parties hereto, their successors and assigns. Neither party may assign this agreement except with the consent of the other party, and only to a person, firm or corporation acceptable to the other party, and at the time of such assignment capable of performing, and which shall assume performance of the assigning party's obligations hereunder. Upon such assignment and assumption, the assigning party shall be discharged from its obligation hereunder and shall not be responsible for any failure of performance on the part of the assignee.	?

Grandfathered Agreements

Section I
Appendix 1

Customer	Legal Jurisdiction	Location	Agreement Type	FERC Rate Schedule	MW	List of Resources	List of Load delivery points	Agreement Date	Term	Notice	Assignment Provisions	OATT
West Memphis, AR (city of)	EAI	Arkansas	PCITA		92	EAI Sale and EAI Co-Owner 16MW (1% of ISES) and 17MW (1% of White Bluff)		6/25/82	In effect until notice	60 days	Neither party may assign its rights hereunder without the consent of the other, except that either party may, without the consent of the other party, assign, pledge or hypothecate its rights hereunder to its trustee or mortgagee under a mortgage or trust indenture	NO