

FOURTH AMENDED AND RESTATED SERVICE AGREEMENT

This Fourth Amended and Restated Service Agreement is made effective this 21th day of December 2018 (the “**Effective Date**”) by and between General Electric International Inc., a corporation organized under the laws of the State of Delaware, (“**GEII**”) and Entergy Louisiana, LLC, a Texas limited liability company (“**Purchaser**”). (GEII and Purchaser, are, collectively, “**Parties**” and individually, each a “**Party**”).

RECITALS:

WHEREAS, Purchaser and GEII are parties to that certain Third Amended and Restated Long Term Service Agreement for the Combined Cycle Generating Units at Perryville, Louisiana, effective January 1, 2013, (the “**Prior LTSA**”) under which GEII agreed to provide certain parts and services at the Facility;

WHEREAS, Purchaser and GEII desire to amend and completely restate the Prior LTSA with this Fourth Amended and Restated Service Agreement (the Prior LTSA, as so amended shall be referred to as this “**Agreement**”);

NOW THEREFORE, for and in consideration of the mutual benefits and reciprocal agreements stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

This Agreement includes and incorporates by reference the Appendices and Schedules enumerated in Section 8 below, including the General Terms and Conditions (attached as Appendix E). Capitalized terms have the meaning set forth in this Agreement, or the applicable Appendix or Schedule.

1. Units and Facility. Purchaser has purchased and owns certain power plant equipment identified in Appendix A (each, a “**Unit**”), which is or will be located at Purchaser’s Perryville County facility (the “**Facility**”), which is situated on the real property located at 11140 Highway 165N, Sterlington, Louisiana 71280 (the “**Site**”).
2. Maintenance to be provided by GEII. During the Term, GEII shall provide all Services and Parts for the Unit(s), including Base Maintenance, Unit Repair Work, Additional Required Maintenance and Elective Maintenance, and will work to optimize the performance and maintenance of the Unit(s), as further described in GEII’s work scope in Appendix B.
3. Purchaser’s Support Obligations. Purchaser will fulfill the support obligations and operational Assumptions set forth in Appendix C.
4. Compensation and Payment Terms. Purchaser will pay GEII the Base Price and all other required amounts, as applicable, for GEII’s performance under this Agreement, as set forth in Appendix D.
5. Term. Unless terminated earlier as provided in Appendix E, the “**Term**” of this Agreement begins on the Effective Date and will expire on the date upon which all Unit(s) have reached their Performance End Date, or 20 years from the Effective Date (“**Sunset Termination Date**”), whichever occurs first. In the event that the Sunset Termination Date is reached prior to a Unit reaching its respective Performance End Date, then Purchaser may, by notification to Contractor in writing not less than three hundred sixty (360) days prior to the Sunset Termination Date, elect to extend the