
DRAFT

**REQUEST FOR CAPACITY SUPPLY ARRANGEMENTS
FOR SOUTHWEST LOUISIANA ELECTRIC
MEMBERSHIP CORPORATION AND DIXIE ELECTRIC
MEMBERSHIP CORPORATION**

Supply of up to 600 MW of Capacity



OCTOBER 19, 2026

PREPARED FOR
SLEMCO and DEMCO

PREPARED BY
Daymark Energy Advisors &
Vantage Point Solutions

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LIST OF ACRONYMS

DEMCO	Dixie Electric Membership Corporation
DLOL	Direct Loss of Load
EFOR	Equivalent Forced Outage Rate
ERIS	Energy Resource Interconnection Service
GW	Gigawatt
GWh	Gigawatt hour
kW	Kilowatt
kWh	Kilowatt hour
LPSC	Louisiana Public Service Commission
LSE	Load Serving Entity
MBM	Market Based Mechanism
MCO	Minimum Capacity Obligation
MECT	Module E Capacity Tracking
MISO	Midcontinent Independent System Operator
MMBtu	Million British thermal units
MW	Megawatt
MWh	Megawatt hour
NRIS	Network Resource Interconnection Service
OATT	Open Access Transmission Tariff
PPA	Power Purchase Agreement
PY	Planning Year
PRM	Planning Reserve Margin
PRMR	Planning Reserve Margin Requirement
RFP	Request for Proposals
SLEMCO	Southwest Louisiana Electric Membership Corporation
TO	Transmission Owner
TOP	Transmission Operator
ZRC	Zonal Resource Credits

I. GENERAL INFORMATION

A. Introduction

Southwest Louisiana Electric Membership Corporation (“SLEMCO”) and Dixie Electric Membership Corporation (“DEMCO”), referred to herein as Buyers, are Louisiana electric distribution cooperatives who seek capacity supply and associated services beginning as early as possible.

The purpose of this Request for Proposals (“RFP”) is to enter into contracts that will provide the Buyers with capacity as early as possible, with the Winter season of the 2028/2029 Planning Year (“PY”) as a target rather than a requirement. In total, the Buyers intend to enter into contracts to serve an approximate initial capacity demand of 600 MW, of which approximately 300 MW is attributable to SLEMCO and approximately 300 MW to DEMCO. These quantities are estimates only, and participation in this RFP does not obligate either Buyer to purchase any minimum quantity. All capacity products submitted as part of this RFP must be compliant with the Louisiana Public Service Commission’s (“LPSC’s”) Minimum Capacity Obligation Order (R-36263), submitted in capacity blocks of no less than 100 MW, and be offered for contract terms of not less than ten (10) and not more than twenty-five (25) years. The Buyers are jointly issuing this RFP but are anticipating executing separate and independent contracts for services.

This RFP does not constitute a commitment, implied or otherwise, that the Buyers will act in this matter. The Buyers are not responsible for any costs incurred by responders in furnishing the Buyers’ responsive proposals. Each Buyer will independently evaluate proposals using its own evaluation criteria and weighting, and will independently determine whether to contract for one, more than one, or none of the proposals offered to it. A selection or non-selection by one Buyer does not obligate the other Buyer and shall not be construed as a selection or non-selection by the other Buyer.

B. Overview of SLEMCO and DEMCO

Location

SLEMCO and DEMCO are electricity cooperatives located in the state of Louisiana. They are subject to regulation by the Louisiana Public Service Commission and its rules regarding Market Based Mechanisms for power supply contracting (“the MBM process”),

the Minimum Capacity Obligation (“MCO”) rule, and the MaxGen General Order. All bidders should familiarize themselves with these rules.

The Buyers are located in MISO Zone 9. Their service territories can be seen in Figure 1.

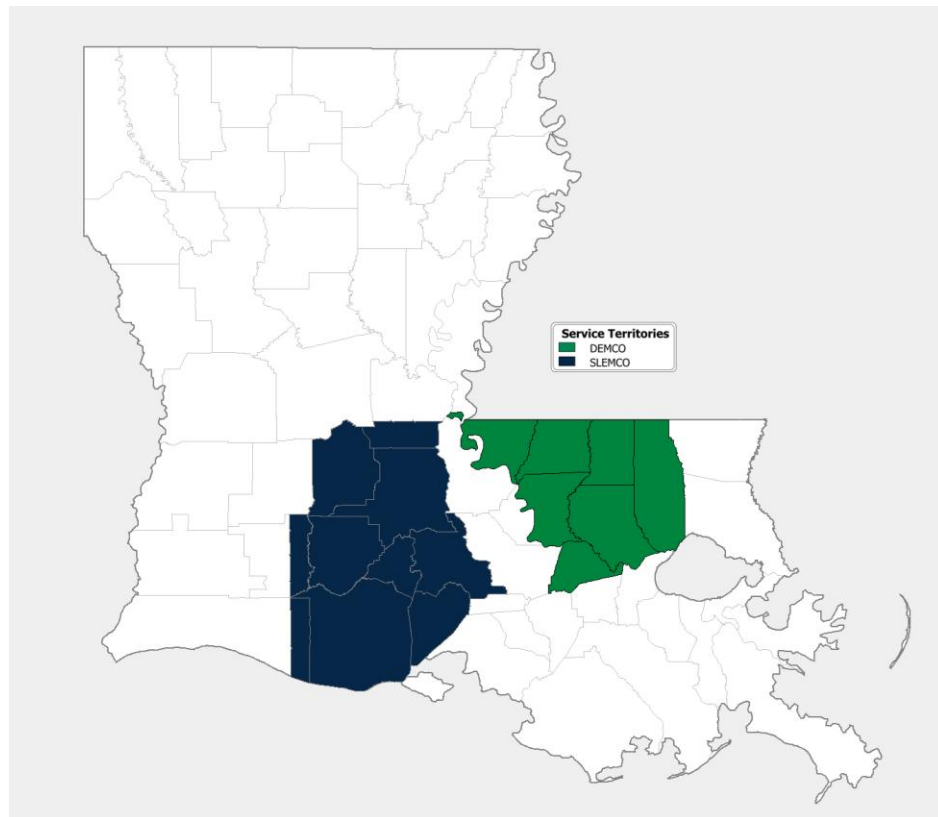


Figure 1. Current Parishes Served by SLEMCO and DEMCO.

Capacity Requirements

The Buyers seek capacity deliveries beginning as early as possible, with the Winter season of the 2028/2029 PY as a target. There is no required delivery start date: proposals with delivery beginning before, during, or after the 2028/2029 PY will be considered, and earlier delivery will be valued in each Buyer’s evaluation (Section VI). Proposals must offer capacity in blocks of at least 100 MW for contract terms of not less than ten (10) and not more than twenty-five (25) years. A block may be split between the Buyers in increments of no less than 25 MW; neither Buyer is obligated to take the other Buyer’s portion of a split block. Bidders are encouraged to offer pricing for

multiple term lengths (e.g. 10, 15, 20, and 25 years). Each proposal must state the earliest date on which delivery can begin, and bidders may offer alternative start dates with corresponding pricing. Each Buyer may integrate capacity contracted through this RFP into its existing wholesale supply arrangements, with Zonal Resource Credits (“ZRCs”) transferred as described below.

All offered capacity must comply with the LPSC’s Minimum Capacity Obligation Order (R-36263). Specifically, the capacity must be associated with an identifiable generation, storage, or hybrid resource that qualifies as a Qualified Capacity Resource under the MCO Order, and the corresponding ZRCs must be delivered into the applicable Buyer’s MECT account for use in satisfying its resource adequacy obligations. The Buyers will consider two product types: (a) resource-specific “as-accredited” capacity, under which the ZRCs delivered each MISO season equal the contracted share of the resource’s accredited capacity as determined by MISO for that season, and the Buyer bears the risk of any decline in accreditation unless the proposal provides otherwise; and (b) resource-backed “firm” capacity, under which the seller guarantees delivery of a fixed quantity of MCO-compliant ZRCs each MISO season and bears the risk of accreditation changes, outages, and deratings, including an obligation to replace any shortfall with MCO-compliant ZRCs or pay the Buyer’s replacement cost. Bidders may offer either or both product types and must state which product type each price applies to. All else equal, firm products will generally be preferred, and each Buyer will account for accreditation risk in its evaluation. Each Definitive Agreement will allocate accreditation risk, including responsibility for replacing lost ZRCs and bearing the replacement cost.

C. RFP Administrators

Daymark Energy Advisors, an independent consulting firm based in Worcester, Massachusetts, and Vantage Point Solutions, an independent consulting firm based in Mitchell, South Dakota, are serving as Administrators for this RFP. References in this RFP to the “RFP Administrators” mean Daymark Energy Advisors and Vantage Point Solutions, collectively or individually as the context requires.

D. Modification or Cancellation of the RFP

This RFP may be modified or cancelled at either of the Buyer’s discretion. If one Buyer cancels its participation, this RFP will continue as to the other Buyer. In case of any modifications to or cancellation of the RFP, registered bidders will be notified directly via

email. In addition, notice of modifications and/or cancellation will be posted on the RFP websites.

E. Procedures for Protecting Bidder Information

The Buyers and the RFP Administrators recognize that certain information contained in proposals submitted may be considered confidential and, as permitted by applicable law, will treat proposal information as confidential in accordance with the Confidentiality Agreement in Appendix B, sharing such information only with reviewers who are bound by a non-disclosure agreement or other appropriate confidentiality obligations. Such reviewers may include staff of Daymark Energy Advisors¹ and Vantage Point Solutions; staff, employees, legal counsel, Board members, external auditors, lenders and financing institutions, and financial and other professional advisors of the participating Buyers who have a need to know; and LPSC staff and LPSC-retained consultants. If the Buyers and/or the RFP Administrator are formally requested and required by any regulatory or judicial authority, or are otherwise required by law, to disclose information with regard to a proposal, the Buyers and/or RFP Administrators will disclose such information in accordance with applicable laws and regulations. Proposal information may be shared between the Buyers and among the RFP Administrators for purposes of conducting this RFP. However, each Buyer's evaluation and scoring of proposals, its negotiation positions, and information exchanged between a bidder and a single Buyer during negotiations will be retained by that Buyer and its RFP Administrator and will not be shared with the other Buyer without the consent of the bidder and that Buyer.

F. Communications

RFP Websites

All information related to this RFP, including any updates and changes, will be posted on each Buyer's respective RFP website. The website addresses will be published in the final RFP. These RFP websites will be public sites, accessible to anyone at any time. The RFP websites allow Respondents to download documents referenced in the RFP. Interested entities may register for website updates on the RFP websites or by emailing SLEMCO.DEMCOCapacityRFP@daymarkea.com.

¹ Daymark Energy Advisors has entered into a non-disclosure agreement with each cooperative, and Vantage Point Solutions has entered into a non-disclosure agreement with DEMCO, governing their interaction throughout this RFP process.

Communications during RFP Process

All contact initiated by bidders during the RFP Process should be through the websites created to support communication and dissemination of information or via email to SLEMCO.DEMCOCapacityRFP@daymarkea.com.

Bidders are restricted from making contact or communicating with any Buyer representatives, other than as designated below, as requested by the RFP Administrators, or through the websites or email above, from date of issuance of the RFP through the final award and approval of the resulting Definitive Agreement(s), if any. Violation of this provision may subject the Respondent to immediate disqualification from the RFP process. This restriction does not apply to communications between a Buyer and a bidder (or its affiliates) in the ordinary course of business under existing contractual or commercial relationships, provided that such communications do not concern this RFP, any proposal, or the terms of any potential transaction under this RFP.

Designated Contacts for this RFP include:

- Stan Faryniarz, Daymark Energy Advisors (c/o SLEMCO.DEMCOCapacityRFP@daymarkea.com)
- Aliea Afnan Munger, Daymark Energy Advisors (c/o SLEMCO.DEMCOCapacityRFP@daymarkea.com)
- Ronnie Donaldson, Vantage Point Solutions (c/o ronnie.donaldson@vantagepnt.com)

Designated contacts will be updated and/or supplemented as needed and all such changes will be posted on the RFP websites.

Questions about the RFP

All questions and clarifications concerning these RFP Documents may be electronically submitted through the RFP websites. Such questions or clarifications must be submitted by the “RFP Question Submittal Deadline”, as specified in the RFP Schedule, to be considered.

In addition, questions may be asked at the Technical and Bidders’ Conference, discussed in Section IV.A of this RFP.

All questions and answers concerning this RFP will be posted on the RFP Websites on an anonymous basis and available to all registered users of the RFP Websites.

Applicable Laws and Regulations

This RFP is being conducted in accordance with LPSC regulations, including the LPSC Market Based Mechanism Order (Docket No. R-34247, MBM Order as amended October 14, 2024) and related orders on competitive procurements. In compliance with the LPSC MBM process, the RFP is issued initially in draft form.

The MBM Order requires the participation of an Independent Monitor for procurements that involve potential self-build or self-supply options. Because the Buyers are not pursuing self-build or self-supply options in this RFP, the Independent Monitor requirement does not apply to this procurement.

Additionally, any capacity products received as part of this RFP must be compliant with the LPSC's Minimum Capacity Obligation Order (Docket No. R-36263). For the purposes of this RFP, a "MCO-Compliant" capacity product is one that meets the definition of a Qualified Capacity Resource under Order No. R-36263 and provides the applicable Buyer with exclusive rights to the accredited capacity associated with the resource for the applicable planning years, such that the capacity may be relied upon in the Buyer's required resource adequacy demonstration. All bids should clearly identify the capacity resource, the expected accredited capacity or associated MISO ZRCs, contract term, and any additional information necessary for the Buyers to demonstrate compliance with the requirements of the MCO order.

Bidders offering capacity products in this RFP must also be willing to abide by the reporting requirements outlined in the LPSC's MaxGen General Order (Docket No. R-34758). The bidder must be willing and able to provide, either directly or through the applicable Buyer, the operational, performance, outage, accreditation, and other information reasonably required by the LPSC in connection with emergency events, resource adequacy reviews, or related regulatory proceedings. Bidders are expected to acknowledge that the Buyers may be required to obtain and provide such information to the LPSC and should ensure that no contractual, confidentiality, or other restrictions would prevent compliance with these regulatory obligations. Bidders must also be willing to comply with all applicable LPSC rules, regulations, and orders, including those issued during the term of any resulting agreement.

II. RFP OVERVIEW

A. Capacity RFP Purpose

The purpose of this RFP is to enter contracts that will provide the Buyers with capacity as early as possible, with the Winter season of the 2028/2029 PY as a target. In total, the Buyers intend to enter contracts to serve an approximate initial capacity demand of 600 MW, with approximately 300 MW attributable to SLEMCO and approximately 300 MW attributable to DEMCO. All capacity products submitted as part of this RFP should be compliant with the LPSC's Minimum Capacity Obligation Order (R-36263), should be submitted in capacity blocks of no less than 100 MW, and should be offered for contract terms of not less than ten (10) and not more than twenty-five (25) years. The Buyers anticipate that each of the two participating Buyers may enter separate contracts to meet their needs. The 600 MW is an aggregate target across both Buyers: bidders need not offer the full quantity to either Buyer and may offer different quantities to each (for example, 200 MW to one Buyer and 100 MW to the other). A bidder may offer the same resource to both Buyers, and must state whether an offer to one Buyer is conditioned upon, or mutually exclusive with, an offer to the other Buyer.

III. RFP SCHEDULE

The following RFP Schedule is based upon expectations as of the release date of this RFP. The Buyers reserve the right to modify the RFP Schedule at their discretion. Each step in the process is described further in Section IV of this RFP. The dates for final selection, contract negotiation, execution, and submission for LPSC certification are anticipated targets and may be extended by either Buyer as necessary to complete its independent evaluation, negotiations, financial and legal review, internal approvals, and consultation with LPSC Staff.

Table 1. RFP Schedule

ACTIVITY	DATE
Notice to LPSC of RFP (Docket No. X-38068)	August 19, 2026
Draft RFP filed	October 19, 2026
Technical Conference	November 4, 2026
Deadline for objections on RFP	November 24, 2026
Final RFP Issued	December 18, 2026
Question Submittal Deadline	January 4, 2027
Question Responses Final Posting	January 8, 2027
Proposal Submittal Deadline	January 20, 2027
Final Selection of Suppliers	February 12, 2027
Contract Execution (subject to LPSC approval)	February 22, 2027
Proposed Contracts to LPSC for Certification	March 1, 2027
Certification of Contracts by LPSC (estimate)	April 30, 2027
Execution Effectiveness (subject to satisfaction of applicable standards)	As soon as possible upon completion of LPSC process

IV. RFP MILESTONES AND PROCESSES

A. Technical and Bidders' Conference

In compliance with the Louisiana Market Based Mechanism process, the Buyers will host a Technical and Bidders' conference to present an overview of the draft RFP and provide an opportunity for comments and questions from potential bidders and from LPSC staff.

B. Issuance of Final RFP

The final RFP will incorporate revisions and clarifications in response to feedback at the Technical and Bidders' conference, questions and comments submitted online, and comments from LPSC staff.

The final version of the RFP will be posted on the RFP websites, where all documents related to the RFP will be posted. Further revisions are possible should errors or omissions be identified. Bidders are responsible for ensuring that they have accessed all required documents from the websites or else have notified the Administrator of any website issues.

The Buyers assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

C. Question and Comment Process

In addition to questions asked at the Technical and Bidders' Conference, potential bidders may submit questions on the RFP websites at any point up to the Question Submittal Deadline specified in the RFP Schedule. Answers to questions will be posted on the websites on an ongoing basis (those asking the questions will be anonymous). All questions submitted by the deadline will be answered no later than the date specified in the RFP Schedule.

D. Bidder Registration Process

Bidders are invited to register on the RFP websites to receive notices of updates to information on the RFP websites. Confidential materials will only be available to bidders who have executed a Confidentiality Agreement, provided in Appendix B. Upon receipt of an executed Confidentiality Agreement, Buyers will sign the Agreement and return a signed copy to the Bidder.

E. Proposal Submission Process

Proposals must be prepared and submitted in accordance with the requirements and direction of the RFP. Bidders shall include with their proposals a proposed form of Definitive Agreement, including any material terms and conditions applicable to the proposed capacity arrangement, which shall be subject to further negotiation and approval by the applicable Buyer.

Proposals must be submitted electronically via the electronic form (“Jotform”) accessible on the Buyer’s respective RFP webpages and must arrive no later than 5 PM CST on January 20, 2027, as indicated in Table 1.

F. Evaluation

The Bidder and Proposal evaluation process is discussed in detail in Section VI below.

G. Final Selection, Contract Execution, and LPSC Review

At the conclusion of its evaluation process, each Buyer will notify bidders of their selection status with respect to that Buyer. Before making final selections, each Buyer will provide its bid results and evaluation to LPSC Staff for consultation as required by Paragraph 10 of the MBM Order. Selection of a bidder, or a recommendation by a Buyer’s RFP Administrator, does not authorize or obligate that Buyer to enter into a binding agreement; each Buyer’s execution of a Definitive Agreement is subject to approval by its management and Board of Directors. Each Buyer anticipates executing its Definitive Agreement(s) subject to a condition precedent of LPSC approval on terms acceptable to such Buyer in its sole discretion and will then submit the executed agreement(s) to the LPSC for certification. No Definitive Agreement will become effective without LPSC approval.

V. INSTRUCTIONS TO BIDDERS

A. Mandatory Requirements for Proposals

If a proposal to one Buyer is conditioned on the award of a contract by the other Buyer, or is mutually exclusive with a proposal to the other Buyer, that must be clearly stated in the proposal, and each Buyer will consider such conditions in its own evaluation. A proposal offered to both Buyers must state (i) standalone price and terms for each Buyer and (ii) any joint-award pricing or discount and the conditions that apply to it, so that each Buyer can evaluate the proposal if the Buyers make different selections. Multiple proposals by a single Respondent are permitted but are required to be submitted as separate documents.

Respondents submitting multiple proposals must identify if any are mutually exclusive from other Proposal(s) submitted by that Respondent.

All proposals must remain firm and irrevocable for 180 days following the Proposal Submittal Deadline and, for any proposal selected for negotiation by a Buyer, through execution of a Definitive Agreement, if any, with that Buyer, unless earlier released by that Buyer in writing. Bidders may be asked to extend their proposals if the RFP Schedule changes.

Proposals shall include each of the required elements identified in the following:

- Appendix B: Confidentiality Agreement. This should be executed and returned by Bidders [Normally, this will be submitted prior to submission of the final proposal, but it must be submitted along with the proposal if it has not been previously submitted. Any confidential information from the Buyers will not be made available until the Confidentiality Agreement is submitted].
- Appendix C: Cover Page with bidder single point of contact information.
- Appendix D: Bidder Information.
- Appendix E: Term and Pricing Information (as applicable to the specific proposal).
- Appendix F: Reservation of Rights and Other Requests for Production Document Terms.

- Appendix G: Description of Key Contract Elements – identification of any exceptions to the applicable Buyer’s key contract terms.

As mentioned above, bidders shall include with their proposals a proposed form of Definitive Agreement, including any material terms and conditions applicable to the proposed capacity arrangement, which shall be subject to further negotiation and approval by the applicable Buyer.

B. Multiple Proposals

Bidders may submit multiple proposals, each representing a different capacity solution. In this case, the proposals should be submitted separately and should clearly state whether the proposals submitted by the bidder are potentially complementary or mutually exclusive.

C. Joint Proposals

Bidders may submit joint proposals if, by combining their areas of expertise, a more efficient and effective proposal can be offered. In the case of a joint proposal, the actions and responsibilities of each entity participating must be clearly delineated. There must be clear and concise understanding of how the proposal would be managed and administered operationally. The participants must identify a single point of contact for communication purposes. All participants in the joint proposal are subject to the credit requirements contained in Appendix D of this RFP.

D. Submission of Proposals

Proposals shall be submitted in the complete name of the party expecting to execute any resulting contract. The Proposal shall be executed by a person who is duly authorized to bind Respondent to a contract.

All Proposals submitted in response to this RFP must be received by the Proposal Submittal Deadline. In compliance with the terms of the MBM Order, proposals received after this deadline will not be opened and will be disqualified from further evaluation.

Proposals must be submitted via the electronic form accessible on the Buyer’s respective RFP webpages. No hard copies of proposals will be accepted.

VI. BIDDER AND PROPOSAL EVALUATION

A. Receipt of Proposals

Proposals will be received via the electronic form accessible on the Buyer's respective RFP webpages by January 20, 2027, as specified in Table 1. Proposals received after the deadline will not be evaluated. Bidders will receive an email confirming receipt of proposal(s) within 24 hours of receipt.

B. Evaluation Process

Proposals will be evaluated based on their ability to contribute to an overall low-cost, low-risk capacity portfolio for the applicable Buyer and its members. The evaluation will look both at the details of the bidder and at indicators of bidder capacity. Proposal evaluation will take place in three phases, as detailed below. Phase 1 will be conducted jointly by the RFP Administrators. Phases 2 and 3 will be conducted independently by each Buyer, using their respective evaluation methodology, scoring criteria, and weighting, established by that Buyer before proposals are received. Each Buyer may shortlist, negotiate with, and select proposals regardless of the decisions of the other Buyer.

Phase 1: Screening for Mandatory Requirements

Within three (3) business days of receipt of proposals, the RFP Administrators will screen proposals for compliance with mandatory proposal requirements and will inform bidders of any missing elements. Bidders must correct any deficiencies within three (3) business days from receipt of notice of missing elements. If identified deficiencies have not been remedied by 9 AM CST on the fourth business day after notification, the proposal will be disqualified from further consideration, and the bidders will be so notified.

Phase 2: Initial Qualitative and Quantitative Proposal Evaluation

Bids that pass the mandatory requirements screening test will be reviewed for cost and impact on member rates, reliability, risk, flexibility, adaptability to change over time, and the ability to meet the capacity requirements outlined in this RFP. Comparative cost evaluation will be conducted using the functionality of an industry standard model tailored to MISO Zone 9.

The evaluation may also consider the potential financial exposure associated with each proposal, including accreditation and replacement-capacity risk, contingent liabilities,

and the impact of such risks on the applicable Buyer's members over the proposed contract term.

Specific elements to be evaluated will be the following, in no particular order (as applicable, depending on the type of proposal):

- Comparative price, analyzed on an all-in levelized (\$/MWh and \$/kW-month) cost basis, together with annual and total nominal payments and net present value over the proposed term. Comparative cost evaluation will be conducted using the functionality of an industry-standard model tailored to MISO Zone 9.
- Delivery start date, including the value to the Buyer of earlier MCO-compliant capacity, measured against the Buyer's cost of meeting its MCO obligation by other means.
- Conformance with technical requirements.
- Project Development Feasibility (for resource-specific bids), including:
 - Development and schedule risk, including the risk of maintaining performance throughout contract term
 - Site control
 - Ability to permit project
 - Ability to meet in-service date
- Bidder qualifications, including:
 - Financing Plan
 - Financial Qualifications, Creditworthiness and Financial Assurance
 - Project Management experience
 - Louisiana experience
 - History of equipment/plant reliability
- Community and Environmental impacts.
- Exceptions to proposed PPA/Service Agreement/favorable or unfavorable contract terms.
- Flexibility for the co-ops/ability to leverage favorable market or individual project opportunities.
- Ability to ensure low and competitive member rates that do not expose members to excessive volatility.

After evaluating bids using the above criteria, each Buyer will determine which, if any, of the bids offered to it will move on to Phase 3. Bids moving on to Phase 3 will be selected by each Buyer based on performance against the above criteria and based on potential

ability to be part of a competitive portfolio capable of providing capacity to that Buyer. (A portfolio may consist of one or more bids).

Phase 3: Portfolio Comparison, Negotiation, and Proposal Selection

In Phase 3, potential portfolios, which may include one or more bids, will be evaluated by each Buyer to find the most cost-effective, reliable, and flexible capacity solution for that Buyer. Each Buyer's evaluation will be based on its own risk-adjusted economics, not only combined portfolio economics, because a lower quoted price may not be lower cost if accreditation, transmission, replacement-capacity, escalation, or other risks are shifted to the Buyer.

In Phase 3, each Buyer, directly or through its RFP Administrator, may contact and meet individually with bidders to discuss proposal details and potential modifications of proposals to allow that Buyer to construct a complete capacity portfolio.

The final evaluation would include all the Phase 2 elements, along with an evaluation of the cost of the overall portfolio or portfolio(s) into which a particular proposal would fit as part of a complete procurement.

During Phase 3, each Buyer will separately negotiate Definitive Agreements with the bidders it selects, if any selection is made. Information exchanged between a bidder and a Buyer in those negotiations will not be shared with the other Buyer without the consent of the bidder and that Buyer.

C. Notification of Selection Status

At the conclusion of Phase 3, each Buyer will notify bidders of their selection status with respect to that Buyer. Consistent with Paragraph 13 of the MBM Order, any bidder whose proposal is not selected may request, and the applicable Buyer will timely provide, a written explanation of the reason the proposal was not selected.

VII. REGULATORY APPROVALS

No Buyer's Definitive Agreement will become effective without LPSC approval. Each Buyer will seek LPSC approval of its own Definitive Agreement(s), if any, after execution, independently of the other Buyer. Prior to LPSC approval, no communication from Buyers should be relied upon as assurance of a future contract award.

VIII. RESERVATION OF RIGHTS

The Buyers reserve rights as detailed in Appendix F: Reservation of Rights.

APPENDIX A: BUYER DELIVERY POINTS

For capacity-only products, delivery means the transfer of MCO-compliant ZRCs through the respective Buyer's MECT account as described in Section I.B. The delivery points below apply only to proposals that also include energy.

EPNODE	METER POINT NAME	DISTRIBUTION CO-OP
LEES BYUCOV SLEMCO_AUX	Bayou Cove	SLEMCO
LEES BYUCUR BCUR	Bayou Current	SLEMCO
LEES CAMBL_SL SLEMCO_T1	Melchoir Campbell	SLEMCO
LEES DUHON SLEMCO_TOTAL	Duhon	SLEMCO
LEES EOPALO T1	East Opelousas	SLEMCO
LEES EOPALO T2	East Opelousas	SLEMCO
LEES GEC SLEMCO_TOT	Gecko	SLEMCO
LEES HEBERT T1	Hebert	SLEMCO
LEES HEBERT T2	Hebert	SLEMCO
LEES JUD SLEMCO_TOT	Judice	SLEMCO
LEES KSP SLEMCO_T1	Krotz Springs	SLEMCO
LEES KSP SLEMCO_T2	Krotz Springs	SLEMCO
LEES LEB SLEMCO_TOT	Leblanc	SLEMCO
LEES LEBLNC SLEMCO_TOT	Leblanc	SLEMCO
LEES LEDOUX LEDO	Ledoux	SLEMCO
LEES LEROY_SL SLEMCO_T1	Leroy	SLEMCO
LEES LEROY_SL SLEMCO_T2	Leroy	SLEMCO
LEES NCR SLEMCO_TOT	North Crowley	SLEMCO
LEES PLAI_S PLAI	Plaisance	SLEMCO
LEES ROUX_SL SLEMCO_TOT	Roux	SLEMCO
LEES SEMERD SLEMCO_TOT	Semere Rd.	SLEMCO
LEES SLNCO SLEMCO_TOT	Scanlan	SLEMCO
LEES ST_JON SLEMCO_T1	St. John	SLEMCO
LEES SWEUN_SL SLEMCO_T1	Southwest Eunice	SLEMCO
LEES SWEUN_SL SLEMCO_T2	Southwest Eunice	SLEMCO
LEES VATICN SLEMCO_TOT	Vatican	SLEMCO
LEES VEAZIE VEAZ	Veazie	SLEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Clinton	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Coly	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Elm Park	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Flannery Mp	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Terrell Rd	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Zachary	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	French Settlement	DEMCO

LAGEN.DEMCO1.AZ EES.DEMCO	Vignes	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Airline	DEMCO
LAGEN.DEMCO1.AZ EES.DEMCO	Thompson Creek	DEMCO

APPENDIX B: CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") is executed and effective as of this _____ day of _____, 2026, by and between **SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION ("SLEMCO")**, a Louisiana electric cooperative, whose mailing address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508, **DIXIE ELECTRIC MEMBERSHIP CORPORATION ("DEMCO")**, a Louisiana corporation, whose mailing address is 16262 Wax Road, Greenwell Springs, Louisiana 70739, and

_____, whose mailing address is _____, together the "**PARTIES**" and each a "**PARTY**".

I.

PRELIMINARY STATEMENT. The **PARTIES** hereto are exploring and evaluating a business transaction which involves the future supply of electric capacity and energy to **SLEMCO** and **DEMCO**, which **TRANSACTION** may include the execution of a Power Purchase and Sale Agreement (hereafter referred to at times as a PPA) and which **TRANSACTION** evaluation is or has been undertaken through Requests for Proposals (RFP's) which will require the delivery of **CONFIDENTIAL INFORMATION** between the **PARTIES** the sole purpose of which is to allow the RFP's and a PPA (the **TRANSACTION**) to be properly evaluated and analyzed. Nothing herein contained will obligate either of the **PARTIES** to enter into any subsequent agreements with one another.

In consideration of the undertakings described in this preliminary statement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of the **PARTIES** hereby agrees that:

II.

DEFINITIONS. For purposes of this **AGREEMENT**, except as otherwise expressly provided herein, the terms defined below have the meanings herein assigned to them.

A. **PERSON** means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or a government organization, subdivision, agency or authority thereof, whether foreign or domestic.

B. **DISCLOSING PARTY** means the **PERSON** transmitting or disclosing **CONFIDENTIAL INFORMATION**.

C. **RECEIVING PARTY** means the **PERSON** receiving **CONFIDENTIAL INFORMATION**.

D. **AFFILIATE** means with respect to any specified **PERSON**, any other **PERSON** directly or indirectly controlling or controlled by or under direct or indirect common control

with such specified **PERSON**. For the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of such **PERSON**, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation, limited liability company or partnership, control shall mean direct indirect ownership of more than 50% of the voting stock, or limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

E. REPRESENTATIVES means a **PERSON'S AFFILIATES** and such **PERSON'S** and such **AFFILIATES'** respective directors, officers, employees, agents or **REPRESENTATIVES**, including, without limitation, its and their respective attorneys, partners, accountants, consultants, financial advisors, actual or potential financing sources, lenders, auditors, experts and actual or potential co-participants in joint ventures, partners, co-owners or suppliers, contractors or subcontractors retained by a **PARTY** in connection with the **TRANSACTION**.

F CONFIDENTIAL INFORMATION means without limitation whatsoever any and all information, documents, business and marketing strategies and/or materials, trade secrets, methods, financial information, pricing, customer lists, existing and potential agreements, corporate structure charts, organizational charts and/or any other proprietary information whether the same be written, graphic, electronic or in other tangible form and which in any way relates to technology, management operations products or services of the **DISCLOSING PARTY**. Without limitation, **CONFIDENTIAL INFORMATION** includes any and all oral presentations, projections, existing and contemplated projects or investments, client and marketing information, pricing, contracts, trade secrets and similar or dissimilar information relating to the conduct of the business of **DISCLOSING PARTY**, which is delivered to or received by the **RECEIVING PARTY** during the term of this **AGREEMENT**. **CONFIDENTIAL INFORMATION** includes information of the kind and character herein described which belongs to consumers of the **DISCLOSING PARTY** or received from consumers of the **DISCLOSING PARTY** in the course of **DISCLOSING PARTY'S** delivery of electric capacity to consumers. **CONFIDENTIAL INFORMATION** as used herein includes information supplied in connection with the **TRANSACTION** by the **DISCLOSING PARTY** to the **RECEIVING PARTY** prior to the execution of this **AGREEMENT**, and such confidential information shall be considered in the same manner and be subject to the same treatment as the **CONFIDENTIAL INFORMATION** made available after the execution of this **AGREEMENT**. **CONFIDENTIAL INFORMATION** as used herein also includes the fact that the **CONFIDENTIAL INFORMATION** has been made available to or is being inspected or evaluated by the **RECEIVING PARTY**, the fact that discussions with respect to the **TRANSACTION** are taking place, and any other facts with respect to such discussions, including the status and terms thereof. **CONFIDENTIAL INFORMATION** also includes any correspondence, analysis, report, or other work product produced by the **RECEIVING PARTY** or its **REPRESENTATIVES** (herein defined) that contains, reflects, or is derived from such information. **CONFIDENTIAL INFORMATION** also

includes any and all information received by the RECEIVING PARTY from the DISCLOSING PARTY which is marked "CONFIDENTIAL".

G. NON-CONFIDENTIAL INFORMATION means information that (a) is already in the possession of the **RECEIVING PARTY** on a non-confidential basis at the time it is disclosed to such **PARTY**; (b) has been independently developed by the **RECEIVING PARTY** or on the **RECEIVING PARTY'S** behalf by its **REPRESENTATIVES** without reliance on or by reference to the **CONFIDENTIAL INFORMATION** disclosed to the **RECEIVING PARTY** by the **DISCLOSING PARTY**; (c) becomes or has become publicly known through no wrongful act of the **RECEIVING PARTY** or its **REPRESENTATIVE**; (d) has been received by the **RECEIVING PARTY** on a non-confidential basis from a person other than the **DISCLOSING PARTY**, who is not known by the **RECEIVING PARTY** to be bound by a confidentiality agreement with the **DISCLOSING PARTY** or otherwise prohibited from transmitting the information to others; or (e) is confirmed in writing by the **DISCLOSING PARTY** to not be **CONFIDENTIAL INFORMATION**.

III.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. The **RECEIVING PARTY** acknowledges that the **CONFIDENTIAL INFORMATION** of **DISCLOSING PARTY** is a valuable asset of the **DISCLOSING PARTY**. Protection of **CONFIDENTIAL INFORMATION** against unauthorized disclosure and use is of critical importance to the **PARTIES**. Accordingly, except with the prior written authorization of the **DISCLOSING PARTY** or as otherwise expressly provided in this **AGREEMENT**, the **RECEIVING PARTY** shall not, at any time, (a) make any disclosure of any **CONFIDENTIAL INFORMATION**, except to those of its **AFFILIATES** and **REPRESENTATIVES**, who need to know the **CONFIDENTIAL INFORMATION** for the purpose of evaluating or executing the **TRANSACTION** and who are directed and agree to observe the terms of this **AGREEMENT** and have undertaken an obligation of confidentiality to the **RECEIVING PARTY** with respect to the **CONFIDENTIAL INFORMATION**, or (b) make any use of the **CONFIDENTIAL INFORMATION**, except in connection with the evaluation or execution of the **TRANSACTION**. Each **PARTY** agrees to be responsible for any breach of this **AGREEMENT** by any of its **REPRESENTATIVES**. In maintaining the confidentiality of **CONFIDENTIAL INFORMATION** disclosed hereunder, each **PARTY** shall employ reasonable procedures no less restrictive than the procedures ordinarily used by it to protect its own confidential information. Any information furnished to the **RECEIVING PARTY** by a **REPRESENTATIVE** of the **DISCLOSING PARTY** in connection with the **TRANSACTION** shall be deemed for the purpose of this **AGREEMENT** to be furnished by the **DISCLOSING PARTY**. "Any future regulatory or governmental certification approval procedure will require a separate form of agreement to provide appropriate confidentiality protection for certain proprietary confidential information including Highly Sensitive Protected Materials."

IV.

COMPLIANCE WITH LEGAL PROCESS. If the **RECEIVING PARTY** or any of its

REPRESENTATIVES are requested pursuant to or required by law, regulation, regulatory authority or legal process (including by means of oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process or, in the opinion of counsel for the **RECEIVING PARTY**, by federal or state securities laws or other statutes, regulations, or laws, or the rules or regulations of any recognized stock exchange or other applicable self-regulatory authority) to disclose any **CONFIDENTIAL INFORMATION** or other information about the **DISCLOSING PARTY** or the **TRANSACTION**, then the **RECEIVING PARTY** (if it is legally able to do so) shall promptly notify the **DISCLOSING PARTY** of such request or requirement prior to disclosure so that the **DISCLOSING PARTY** may, at its cost, seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this **AGREEMENT**. If, however, the **RECEIVING PARTY** or any of its **REPRESENTATIVES** determines, upon the advice of counsel, that the **RECEIVING PARTY** or its **REPRESENTATIVE** is nonetheless, in the absence of such protective order or waiver, required to disclose such **CONFIDENTIAL INFORMATION** or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then such **RECEIVING PARTY** or such **REPRESENTATIVE** may disclose such **CONFIDENTIAL INFORMATION** or other information without liability to the **DISCLOSING PARTY**; provided, however, that the **RECEIVING PARTY** or its Representative shall disclose solely such information as is required by law and shall use reasonable efforts to minimize the disclosure of such information.

V.

OWNERSHIP; RETURN OF INFORMATION. All written materials, records, and other documents or electronic files, in any way containing or relating to the business of the **DISCLOSING PARTY**, and provided to the **RECEIVING PARTY** by the **DISCLOSING PARTY** in anticipation of the **TRANSACTION**, and during any future business relationship, which contain or disclose the **DISCLOSING PARTY'S CONFIDENTIAL INFORMATION** shall be and remain the exclusive property of the **DISCLOSING PARTY** and subject to all relevant intellectual and/or proprietary property rights of the **DISCLOSING PARTY**. Upon written request of the **DISCLOSING PARTY**, and in any event, if the **TRANSACTION** is not consummated, the **RECEIVING PARTY** shall promptly either (a) deliver the same, and all copies thereof, to the **DISCLOSING PARTY**, or (b) destroy all such information, with the exception of that portion of the **CONFIDENTIAL INFORMATION** that may be found in the **RECEIVING PARTY's** archived electronic back-up files of its computer systems ("Archived Files"), and, in each case, upon request of the **DISCLOSING PARTY**, promptly furnish the **DISCLOSING PARTY** with a certificate of an officer of the **RECEIVING PARTY** verifying that all such information has been delivered or destroyed in accordance with the foregoing. Notwithstanding the foregoing, nothing in this **AGREEMENT** shall prohibit the **RECEIVING PARTY** or its **REPRESENTATIVES** from retaining copies of Archived Files or of any of the **CONFIDENTIAL INFORMATION** as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject ("**Retained Confidential Information**").

VI.

NO REPRESENTATIONS. The **PARTIES** make no representations or warranties, express or implied, as to the accuracy or completeness of the information disclosed hereunder, including, without limitation, the **CONFIDENTIAL INFORMATION**. The **RECEIVING PARTY** agrees that neither the **DISCLOSING PARTY** nor its **REPRESENTATIVES** shall have any liability to it or to any of its **REPRESENTATIVES** resulting from the provision or use of any information, including, without limitation, the **CONFIDENTIAL INFORMATION**.

VII.

NO FIDUCIARY RELATIONSHIP; NO FURTHER OBLIGATIONS. The **PARTIES** agree that this **AGREEMENT** does not create a partnership, agency, joint venture or similar relationship, nor does this **AGREEMENT** obligate any of the **PARTIES** to enter into any further agreements or to proceed with any possible relationship or other joint venture or transaction, including, without limitation, the **TRANSACTION**. Without limiting the foregoing, at any time prior to the execution of a definitive **AGREEMENT** between the **PARTIES** with respect to the **TRANSACTION**, any **PARTY** may voluntarily withdraw for any reason from discussions with the other **PARTIES** concerning the **TRANSACTION** by giving the other **PARTIES** written notice to such effect as soon as is reasonably possible after the decision is made to withdraw from discussions; provided that, the **RECEIVING PARTY** shall refuse delivery of **CONFIDENTIAL INFORMATION** after a decision to withdraw from discussions is made and before notice of said decision is given and provided that the **RECEIVING PARTY** shall remain subject to the obligations set forth in this **AGREEMENT**. Nothing in this **AGREEMENT** shall diminish or restrict in any way the rights that each **PARTY** or any of its Affiliates has (i) to conduct its business and business development and investment activities, (ii) to market and sell its products and services, and (iii) to acquire or obtain products and services or to disclose its own **CONFIDENTIAL INFORMATION** to third parties. No license or conveyance of any rights relating to the **CONFIDENTIAL INFORMATION** is granted or implied by any **PARTY** to the other.

VIII.

REMEDIES. In view of the difficulty or impossibility of placing a monetary value on the **CONFIDENTIAL INFORMATION** or determining damages that may be sustained in the event of a breach or threatened breach of the terms and conditions of this **AGREEMENT**, the **DISCLOSING PARTY** shall be entitled to seek equitable relief, including injunctions and specific performance, to the extent permitted by law, as well as to any other relief appropriate under the circumstances in any court of competent jurisdiction. The **RECEIVING PARTY** hereby agrees not to resist application for such equitable relief on the basis that the **DISCLOSING PARTY** has an adequate remedy at law, and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In no event shall any **PARTY** be entitled to indirect, special, punitive or consequential damages.

IX.

GOVERNING LAW: JURISDICTION. This **AGREEMENT** shall be interpreted, construed and governed by the internal laws of the State of Louisiana without application of its choice of law rules. The **PARTIES** agree that any action or proceeding arising out of or related in any way to this **AGREEMENT** shall be brought solely in a court of competent jurisdiction in Louisiana and the **PARTIES** hereby consent to the jurisdiction and Venue of the aforesaid Courts.

X.

MISCELLANEOUS. This **AGREEMENT** and the obligations set forth herein shall be binding upon and inure to the benefit of the **PARTIES** hereto, their respective successors and assigns. This **AGREEMENT** constitutes the entire agreement between the **PARTIES** with the respect to the subject matters addressed herein. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. This **AGREEMENT** may not be amended or modified except by a writing signed by each of the **PARTIES**. If any provision of this **AGREEMENT** is declared invalid or unenforceable, such provision shall be severed from this **AGREEMENT** which shall otherwise remain in full force and effect but only to the extent that the original intent of this **AGREEMENT** would not be altered in any material respect.

This **AGREEMENT** may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

All **PARTIES** to this **AGREEMENT** further agree that in the event they collectively or separately engage the services of outside consultants who are to receive access to the **CONFIDENTIAL INFORMATION**, then those consultants shall be required to execute and be subject to a confidentiality agreement consistent with the terms of this **AGREEMENT**.

XI.

TERM. The obligations of confidentiality set forth herein shall survive for a period of two years following the signing of definitive contracts for the **TRANSACTION**, the end of discussions relating to the **TRANSACTION**, or the return or destruction of the **CONFIDENTIAL INFORMATION** in accordance with paragraph 4 hereof, whichever is earlier. Any Retained **CONFIDENTIAL INFORMATION** or Archived Files (defined in paragraph 4) shall remain subject to the obligations of confidentiality set forth herein through March 31, 2025.

XII.

NOTICES. Any notice, request, demand, or other communication required or permitted to be made under this **AGREEMENT** shall be in writing and may be given by personal

delivery, or commercial delivery service, and will be deemed duly given when so received personally or by commercial delivery services to the addresses and **PARTY REPRESENTATIVES** set forth at the end of the signature pages hereof.

XIII.

Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, has executed this **AGREEMENT** effective as of the date first above written.

**SOUTHWEST LOUISIANA ELECTRIC
MEMBERSHIP CORPORATION**

By: _____ (Signature)

Name (Print)
Title

DIXIE ELECTRIC MEMBERSHIP CORPORATION

By: _____ (Signature)

Name (Print)
Title

By: _____ (Signature)

Name (Print)
Title

APPENDIX C: COVER SHEET

Company: _____

Contact Name: _____

Contact Title: _____

Contact Email: _____

Contact Phone: _____

Proposed Buyer: (☐) SLEMCO (☐) DEMCO

Term Begin: MM/DD/YYYY Term End: MM/DD/YY

Capacity Offered: _____ MW

Capacity Price (Avg): \$ _____ /kW-mo

APPENDIX D: BIDDER INFORMATION

#	REQUESTED INFORMATION	BIDDER RESPONSE
1	Description of the bidder's organization with proof of its financial and operational ability to deliver the project and/or services proposed over the time frame proposed. Information offered as evidence of financial strength may include financial statements, credit rating information, experience in financing similar projects and/or services in similar markets, and/or other evidence of strong financial performance. Bidders should provide at least three years of audited financial statements and current interim financial statements (unless publicly available) for the contracting entity, and identify the actual contracting entity and any parent or affiliate credit support.	
2	Statement of bidder experience in the Louisiana market, a description of the products and services currently offered in MISO, description of and references from similar organizations to which the bidder is providing or has provided similar products and services, and a description of the resources available to the bidder to provide capacity products and services to the cooperatives.	
3	Statement demonstrating bidder experience executing projects or offers of similar capacity products, technologies and/or services, including descriptions of capacity products, projects/services provided.	
4	Statement of any history of bankruptcy, dissolution, merger, or acquisition of the bidder in the last five years, indicating whether any of these actions are pending during the upcoming period of proposed supply in response to this RFP.	
5	Statement as to whether the bidder is a party to any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal), that has been commenced by or against the bidder and that may affect the business of, or any of the assets owned or used by the bidder, in a manner which would adversely affect or impair the bidder's ability to perform under a contract if one were to result from the bidder's response to the RFP. A Proceeding will be deemed to adversely affect or otherwise impair the bidder's ability to perform if the Proceeding challenges, or prevents, delays, makes illegal, or otherwise interferes with any contract resulting from this proposal.	
6	A statement identifying, affirming and referring to bidder's possession of each state and federal license required in order to provide products offered in response to this RFP.	
7	A statement affirming and referring to bidder's membership in and good standing with MISO.	
8	Statement of all the then-current agency credit ratings of the bidder's or of its proposed Guarantor's Senior Unsecured Debt and Issuer Rating and certification that it meets or will meet the requirements below and is not under pending credit watch or downgrade by any credit ratings agency such that impairment of the credit rating standards below is currently foreseeable during the term of any proposed capacity supply contract with the cooperatives. A bidder must meet one of the following financial requirements: - Possess an investment-grade rating of its Senior Unsecured Debt (or if the Bidder's Senior Unsecured Debt is unrated, its Issuer Rating) from one of the three major rating agencies: "BBB" or higher from Standard and Poor's or Fitch; "Baa2" or higher from Moody's. - If selected, provide a guaranty from an entity that possesses an investment grade rating as defined above of its Senior Unsecured Debt from one of the three major rating agencies as described in (i) above. The bidder must identify the proposed guarantor and the anticipated	

form, amount or cap, and duration of the guaranty; final terms remain subject to negotiation of the Definitive Agreement.

In addition, the Bidder must describe the credit support proposed for the full contract term, including any collateral or letter-of-credit amounts, downgrade triggers, replacement-guarantor provisions, and cure periods, particularly where the contracting entity is a project-level company. Final credit terms will be set in the Definitive Agreement.

APPENDIX E: TERM AND PRICING SHEET

All Contracts

#	REQUESTED INFORMATION	BIDDER RESPONSE
1	Contract start date (state the earliest date delivery can begin; earlier delivery is preferred).	
2	Contract term minimum.	
3	Contract term maximum.	
4	Supplier-proposed contract terms and conditions, with explanation of which are favorable to the Buyers, and why.	
5	Statement of source of any proposed capacity—please be as specific as possible (specify units, market purchases, etc., as applicable).	
6	Discussion of contract expiration provisions, including any proposed early termination payments, make whole amounts, minimum payment obligations, or other contingent financial liabilities that could be imposed upon the Buyer, together with the circumstances giving rise to such obligations and the applicable calculation methodology, terms of potential extensions and contract exit provisions.	
7	All-in cost schedule: identify every cost, in addition to the capacity price, that could be borne by the Buyer, including transmission and deliverability, congestion, ZRC conversion or replacement, O&M, taxes, administrative charges, collateral costs, and other pass-throughs, and state whether Seller bears each cost for the full term.	
8	Risk allocation matrix: for each of the following risks, state whether it is borne by Seller, Buyer, or shared, with a short explanation and the potential financial exposure: accreditation and ZRC quantity, transmission and deliverability, replacement capacity, project delay, credit and default, change in law or MISO rules, force majeure, quantity, and termination.	
9	Required: confirmation that the proposal will remain firm and irrevocable as required by Section V.A (180 days after the Proposal Submittal Deadline and, if selected for negotiation, through execution of a Definitive Agreement).	
10	Discuss and describe environmental impacts of the proposal: please discuss both positive and negative potential impacts.	
11	Discussion of community impact: please discuss both positive and negative potential impacts; please include any community outreach.	

Capacity Product and Services Offers (as applicable)

#	REQUESTED INFORMATION	BIDDER RESPONSE
12	Type of offer: resource-specific “as-accredited” capacity or resource-backed “firm” capacity (see Section I.B). State which product type each price applies to. For firm offers, describe replacement and shortfall provisions.	
13	Price and payment terms (per kW, per kWh, other, include any additional charges), including a year-by-year payment schedule for the full proposed term showing all escalation or index formulas, floors and caps, payment timing, taxes, and pass-throughs, and total nominal payments over the term. Proposals offered to both Buyers must show standalone price and terms for each Buyer and any joint-award pricing or discount and its conditions.	
14	Any provisions related to payment indexing or escalation.	
15	Identify any exclusions or conditions.	
Capacity Offers		
16	Amount of capacity offered (MW) and associated ZRCs by MISO season (Summer, Fall, Winter, Spring) for each year of the term, with zone specified, and the accreditation methodology and assumptions used (including MISO’s Direct Loss of Load (DLOL) accreditation, expected to apply beginning with PY 2028/2029).	
17	Capacity price (\$/KW-month).	
18	Other costs assigned to the Buyer (e.g., O&M), including any maintenance costs the Buyer would be responsible or could become responsible.	
19	Pricing terms (flat or escalating, with any escalation specified).	
20	Evidence of deliverability to Buyer (may consist of commitment to providing Zone 9 ZRCs, or other provisions that remove capacity deliverability risk from Buyer). Identify all transmission, congestion, conversion, and other costs needed to deliver qualifying capacity into the Buyer’s MECT account, and state whether Seller bears those costs for the full term.	
21	Identify any exclusions or conditions.	
22	Technology/resource type: include a description of the technology, its state of development, and track record in similar applications.	
23	Location of facility.	
24	Age of facility, if existing.	
25	Project schedule and commercial in-operation date, if new. In project schedule, include information on “critical path”, milestones, and any potential impediments.	
26	Description/evidence of site control.	
27	Status of environmental and project permitting, including identification and discussion of the status of all required permits.	
28	Interconnection service type (NRIS/ERIS) and MW, and the resource’s registration status as a MISO capacity resource (or plans to register).	
29	Specify plans for transmission to delivery points.	

#	REQUESTED INFORMATION	BIDDER RESPONSE
30	Specify any associated ZRCs and identify the zone. If not Zone 9, specify whether or not bidder takes on risk of potential additional costs to convert to Zone 9 ZRCs.	
31	Project financing plan. A complete financial plan addresses the following issues: project ownership, capital cost and structure, sources of debt and equity and evidence (e.g., letter from a bank) that the project is financeable. For development-stage resources, provide evidence of financing readiness and describe what Seller will do if financing, interconnection, permitting, or construction delays prevent delivery by the proposed start date, including any replacement capacity it will provide.	
32	Interconnection status. Include queue position, if applicable. Identify participation in any expedited MISO interconnection process.	
33	Size of facility.	
34	Ownership percentage.	
35	Rated capacity.	
36	Equivalent Forced Outage Rate (EFOR), historical or expected.	
37	Operations and maintenance plan.	
38	Dispatchability.	
39	Black start capability.	
40	Start-up costs.	
41	Ramp rate.	
42	Minimum run time.	
43	Minimum down time.	
44	Minimum (must-run) load level.	

**APPENDIX F: RESERVATION OF SLEMCO AND DEMCO'S RIGHTS AND OTHER
REQUEST FOR PRODUCTION OF DOCUMENTS TERMS**

Appendix F
Reservation of SLEMCO and DEMCO's
Rights and Other Request for Production of
Documents Terms

For
2026 Request For Proposals
For
Capacity Requirements
For
Southwest Louisiana Electric Membership
Corporation ("SLEMCO")
and
Dixie Electric Membership Corporation ("DEMCO")
_____, 2026

1. **Reservation of Rights**

In this Appendix F, “Cooperative” or “Buyer” means SLEMCO or DEMCO, as applicable; “Definitive Agreement” means a definitive capacity purchase agreement executed between a Cooperative and a Seller as a result of this RFP; “Seller” means a Bidder that executes a Definitive Agreement; and “Person” means any individual or entity. Each reference in this Appendix F to “SLEMCO and DEMCO” means each of SLEMCO and DEMCO individually, acting independently and for itself alone.

Notwithstanding anything to the contrary, each of SLEMCO and DEMCO, independently and in its sole and absolute discretion, expressly reserves the right to, at any time, and from time to time, without prior notice, and without assigning or providing any reason therefor:

- cancel, suspend, withdraw, or terminate this RFP (including, without limitation, after the selection under this RFP of one or more Bidders for a Definitive Agreement) or cancel or suspend its participation in this RFP;
- modify this RFP, including, without limitation, any Appendix to this RFP or any of the dates, times, or places set forth in this RFP or related to the RFP process²;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue, or reject any proposal, in its sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any proposal submitted in response to this RFP that is incomplete, is non-conforming, or contains irregularities (or waive or disregard any deficiency, non-conformity, or irregularity in any proposal), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some, or all Bidders or other Persons in connection with this RFP, and suspend or terminate negotiations with any Bidder or other Person at any time, including with respect to any other issue related to the potential Transaction arising during negotiations of any LOI, Definitive Agreement, or other agreement, including, without limitation, any issue arising out of any special consideration submitted by Bidder in its proposal or any new or modified rule, regulation or other law;
- discuss the terms of any proposal or any other material submitted by Bidder with, and obtain clarification or additional information concerning such proposal or such other material from, Bidder or its directors, officers,

² Modifications to the RFP will be posted on each Buyer’s website for this RFP; although Daymark will attempt to notify prospective bidders of any modifications to the RFP, Bidders should monitor the websites on a regular basis for updates that could affect Bidder.

- employees, agents, representatives, and advisors;
- request from Bidder any information not detailed in or required by this RFP but that, in the applicable Cooperative's sole opinion, may be necessary or relevant to the evaluation of Bidder's proposal(s) and utilize such information as the applicable Cooperative deems appropriate in connection with such evaluation of this RFP;
 - receive, consider, pursue, and/or transact on (i) opportunities to acquire or contract for other assets or resources offered or that become available outside of the RFP process as such opportunities arise or (ii) proposals offered in response to this RFP that are non-conforming or have been eliminated from consideration in this RFP;
 - invite further proposals in or outside of this RFP or supplemental submissions or modifications of previously submitted proposals in this RFP;
 - determine which Bidders or entities to allow, or continue to allow, to participate in the RFP process;
 - pursue or transact on proposals offered in response to this RFP regardless of any rank order of proposals established in the RFP evaluation process, in order to limit exposure to a particular counterparty, technology type or vintage, manufacturer, or resource or a particular set of risks, diversify its power supply portfolio, gain experience with one or more generation technologies or resources, or achieve one or more other commercial goals as the applicable Cooperative deems appropriate;
 - independently select one or more Bidders, proposals, quantities, contract terms, products, resources, or portfolios, regardless of any selection or decision made by the other Cooperative, and independently reject any or all proposals;
 - independently sign or not sign Definitive Agreement(s) with Bidders or other Persons relating to the Product solicited by this RFP, regardless of whether the other Cooperative enters into a Definitive Agreement with the same or any other Bidder or Person;
 - subject to the terms of any applicable confidentiality agreement entered into by the applicable Cooperative and Bidder, retain, archive, or destroy any information or material provided to or for the benefit of such Cooperative in the Proposal Submission Process; and
 - take any and all other actions either DEMCO or SLEMCO independently deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFP and the RFP process.

Each of the foregoing rights may be exercised independently by SLEMCO and DEMCO, without the consent, concurrence, participation, or similar action of the other Cooperative. Without limiting the foregoing, each Cooperative may independently select or reject any Bidder or proposal and may select a different supplier, quantity, contract term, product, resource, or portfolio than the other Cooperative. Neither Cooperative shall

have any obligation to enter into a Definitive Agreement as a result of this RFP or the selection of any Bidder. The reservation of rights contained herein is in addition to all other rights reserved or granted to SLEMCO, DEMCO, or their respective Affiliates elsewhere in this RFP or otherwise held by or available to either Cooperative or its Affiliates. Neither Cooperative shall incur any liability to any Bidder solely as a result of exercising any right reserved under this Section, including the rejection of any or all proposals or the decision not to enter into a Definitive Agreement.

2. No Warranties or Liabilities

BY PARTICIPATING IN THE RFP PROCESS, EACH BIDDER AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN A DEFINITIVE AGREEMENT WITH BIDDER:

- A. ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF SLEMCO, DEMCO, OR ANY AFFILIATE OF SLEMCO OR DEMCO IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- B. SLEMCO, DEMCO, THEIR RESPECTIVE AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ADVISORS SHALL HAVE NO LIABILITY TO ANY BIDDER, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP OR THE RFP PROCESS, INCLUDING THE EXERCISE BY EITHER SLEMCO OR DEMCO OF ANY RIGHT RESERVED UNDER THIS APPENDIX F.

3. Acceptance of Proposals

Without prejudice to SLEMCO's or DEMCO's rights at law or in equity, no proposal submitted by any Bidder shall be deemed accepted by, or otherwise binding upon SLEMCO or DEMCO or any of their respective Affiliates, and SLEMCO, DEMCO, their Affiliates and their respective directors, officers, members, employees, agents, and representatives

shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFP, unless and until a Definitive Agreement has been mutually executed and delivered by the applicable Cooperative (or its Affiliate) and Seller, and then such obligation or liability shall exist only if and to the extent (i) a Definitive Agreement has been approved by the LPSC and (ii) expressly set forth or provided for therein or in another signed, binding written agreement entered into by the applicable Cooperative (or its Affiliates) and Seller.

The selection of a Bidder or proposal, commencement or continuation of negotiations, submission of a proposed Definitive Agreement for regulatory approval, or any other action taken in connection with the RFP process shall not, by itself, create any binding obligation on either SLEMCO or DEMCO. Each Cooperative may independently determine whether to enter into a Definitive Agreement, regardless of any determination made by the other Cooperative.

Notwithstanding anything to the contrary in this RFP, all proposals delivered to either SLEMCO or DEMCO in connection with this RFP shall become the property of the applicable Cooperative(s) upon receipt, and applicable Cooperative(s) shall have all rights and privileges of ownership of such property, subject to any provision of this RFP relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between the applicable Cooperative(s) and Bidder or Seller executed in connection with this RFP process.

4. Bidder Costs and Expenses

Each Bidder is solely responsible for all costs and expenses it incurs in connection with this RFP. Through its participation in this RFP, each Bidder agrees that under no circumstance, including, without limitation, SLEMCO's or DEMCO's withdrawal from or suspension, cancellation, or termination of the RFP process, will SLEMCO, DEMCO, any of their respective Affiliates, or any of their respective directors, officers, members, partners, employees, agents, representatives, or advisors have any responsibility or liability of any kind to Bidder, its Affiliates, or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors, or lenders for any cost or expense directly or indirectly incurred by Bidder (no matter how incurred) in connection with the RFP process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

5. Bidder Disclosure of RFP Information

No Bidder may, without the prior written consent of the applicable Cooperative(s), disclose to any other Person its participation in the RFP process (other than to its Affiliates, financing sources, legal, financial, and other professional advisors having a need to know and who are subject to confidentiality obligations, or by attendance at any meeting to which more than one participant is invited by the Buyers, which attendance, in and of itself, will

not violate this provision). Further, no Bidder may disclose, collaborate on, or discuss with any other Person (except those participating in the same proposal, its permitted representatives described above, and the RFP Administrators) bidding strategies or the substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative, or final proposal. Any such unauthorized disclosure, collaboration, or discussion may violate this RFP and may result in the rejection of Bidder's proposal or elimination of Bidder from further participation in this RFP.

6. Consents and Regulatory Approvals

Bidder/Seller will be responsible for obtaining and maintaining all consents, authorizations, and regulatory approvals necessary for the performance of its obligations under the Definitive Agreement. Please consult Section VII and Appendix G of this RFP for additional information regarding regulatory approvals and conditions precedent to the Delivery Term.

Each of SLEMCO and DEMCO will independently be responsible for obtaining all applicable regulatory approvals such Cooperative requires for any Transaction arising out of this RFP, including, without limitation, authorization from any Governmental Authority with jurisdiction over such Cooperative or the applicable Transaction, including but not limited to the LPSC. Notwithstanding the foregoing, Bidder/Seller agrees to cooperate with each Cooperative in its pursuit of such approvals. The commencement of the Delivery Term under any PPA arising out of this RFP will be conditioned upon the receipt of all required regulatory approvals on terms acceptable to the applicable Cooperative in its sole and absolute discretion.

No Cooperative shall be required to accept any regulatory approval that is conditioned or modified in a manner that such Cooperative determines, in its sole and absolute discretion, is materially adverse or unacceptable to such Cooperative. Unless otherwise expressly provided in a Definitive Agreement executed by the applicable Cooperative, neither the selection of a Bidder nor the pursuit of regulatory approval shall obligate such Cooperative to incur any termination payment or other liability if required regulatory approval is denied or is granted subject to terms or conditions unacceptable to such Cooperative.

Each Bidder shall identify in its proposal its proposed allocation of the financial and other risks associated with any delay in, condition imposed upon, or denial of any required regulatory approval, including any proposed rights of either party to terminate the applicable Definitive Agreement and any termination payment, reimbursement obligation, cost recovery, or other liability that would arise as a result thereof.

Each Bidder shall also identify its proposed allocation of risk associated with any change in applicable law, regulation, tariff, market rule, MISO requirement, accreditation methodology, or other regulatory requirement occurring during the proposed contract term, including the extent to which any resulting costs, reductions in accredited capacity or ZRCs,

replacement-capacity obligations, or other financial consequences would be borne by Seller or passed through to the applicable Cooperative.

7. Bidder Acceptance of Appendix F

By participating in the RFP process, each Bidder agrees that it will be deemed to have accepted all of the rights and terms included in this Appendix F and to have agreed that its participation in this RFP is subject to such rights and terms. Each of SLEMCO and DEMCO is conducting this RFP and participating in the RFP process in reliance upon the foregoing agreement.

Nothing in this Appendix F shall require either SLEMCO or DEMCO to take any action, make any selection, enter into any agreement, or incur any obligation jointly with the other Cooperative. Each Definitive Agreement will be between a single Cooperative and Seller; the obligations of SLEMCO and DEMCO in connection with this RFP and any Definitive Agreement are several and not joint, and neither Cooperative shall have any liability for any act, omission, or obligation of the other Cooperative.

APPENDIX G: DESCRIPTION OF KEY CONTRACT ELEMENTS

Purpose. Pursuant to Paragraph 8(k) of the MBM Order, this Appendix describes the key contract elements each Buyer expects to include in its Definitive Agreement(s). Each Buyer will post its own term sheet on its RFP website; where the Buyers' term sheets differ, the applicable Buyer's term sheet governs proposals made to that Buyer. Bidders must identify any exceptions.

Parties. Each Definitive Agreement will be between a single Buyer and the Seller. The obligations of SLEMCO and DEMCO are several and not joint.

Product. MCO-compliant ZRCs from an identified Qualified Capacity Resource, offered as resource-specific as-accredited capacity or resource-backed firm capacity (Section I.B). Energy, ancillary services, and environmental attributes remain with the Seller unless a proposal expressly offers them.

Delivery. Transfer of ZRCs through MECT into the applicable Buyer's MECT account, or another MECT account the Buyer designates, by the applicable MISO deadline for each season.

Quantity, Term, and Start Date. Seasonal quantities as stated in the proposal; a term of 10 to 25 years; delivery commencing on the date stated in the proposal, with no required start date. Earlier delivery is preferred and valued in evaluation.

Price. \$/kW-month by season, fixed or with stated escalation, supported by the year-by-year payment schedule required in Appendix E. No pass-through of MISO charges or other costs unless expressly stated in the proposal.

Performance and Replacement. For firm capacity, the Seller must replace any shortfall with MCO-compliant ZRCs or pay the Buyer's replacement cost, plus any resulting MCO compliance costs. For as-accredited capacity, the Seller must maintain the resource's MISO registration and accreditation and comply with applicable MISO obligations (e.g., testing and offer requirements).

Changes in MISO Rules or Law. A mechanism to preserve equivalent resource adequacy value for the Buyer if MISO's capacity construct or accreditation rules change, including delivery of any successor capacity product. For firm capacity, the Seller bears accreditation changes. Bidders must identify their proposed allocation of change-in-law risk, as required by Appendix F.

Regulatory Conditions. Effectiveness is conditioned on LPSC approval on terms acceptable to the Buyer. If approval is denied, is conditioned on terms unacceptable to the Buyer, or is not obtained by an agreed outside date, either party may terminate without liability, consistent with Appendix F.

Credit Support. As described in Appendix D, Item 8, including development-period security and delivery-period performance assurance in amounts set by the applicable Buyer.

Development Milestones. For new resources, a guaranteed commercial operation date, delay damages or replacement capacity, and a right to terminate for extended delay.

Assignment. The Buyer may collaterally assign the Definitive Agreement to its lenders. Seller assignment requires the Buyer's consent.

Confidentiality; Governing Law. Confidentiality provisions will permit disclosure to the LPSC, its Staff, and eligible parties under appropriate protections. Louisiana law governs, with venue in Louisiana.