



Entergy Operations, Inc.  
Entergy Nuclear Operations, Inc.  
440 Hamilton Avenue  
White Plains, New York 10601  
Tel 914 272 3370

John F. McCann  
Vice President - Nuclear Safety,  
Emergency Planning and Licensing

10 CFR 50.80

ENOC-09-00038

December 10, 2009

Attn: Document Control Desk  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555-0001

Subject: Supplemental Information in Support of Request for Further Extension  
of Orders Approving Transfer of Control of Licenses  
and for Review of Trust Agreement Amendments

Entergy Nuclear Operations, Inc.  
Pilgrim Nuclear Power Station  
Docket No. 50-293  
Indian Point Nuclear Generating Unit Nos. 1, 2 & 3  
Docket Nos. 50-003, 50-247, 50-286 & 72-51  
James A. FitzPatrick Nuclear Power Plant  
Docket Nos. 50-333 & 72-12  
Vermont Yankee Nuclear Power Station  
Docket Nos. 50-271 & 72-59  
Palisades Nuclear Plant  
Docket No. 50-255 & 72-7  
Big Rock Point  
Docket Nos. 50-155 & 72-43

Dear Sir or Madam:

By letter dated July 30, 2007, and as supplemented on October 31, 2007, December 5, 2007, January 24, 2008, March 17, 2008, April 22, 2008, and May 2, 2008, Entergy Nuclear Operations, Inc., also referred to previously as ENOI, LLC (either company herein, ENO), acting on behalf of itself and Entergy Nuclear Generation Company, Entergy Nuclear FitzPatrick, LLC, Entergy Nuclear Vermont Yankee, LLC, Entergy Nuclear Indian Point 2, LLC, Entergy Nuclear Indian Point 3, LLC, and Entergy Nuclear Palisades, LLC (together, Applicants), requested that the Nuclear Regulatory Commission (NRC) consent to the transfer of control of the above-captioned licenses pursuant to Section 184 of the Atomic Energy Act, as amended (the Act), and 10 CFR 50.80, in connection with a proposed corporate restructuring and establishment of Enexus Energy Corporation (Enexus). In addition, ENO would become Equagen Nuclear LLC.

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NRC approved the license transfers in seven Orders dated July 28, 2008 that were published in the *Federal Register* on August 4 and August 6, 2008. By letters dated May 15, 2009 and May 29, 2009, ENO requested an extension of the seven Orders. By Order dated July 24, 2009, NRC extended the effectiveness of the July 28, 2008 Orders allowing for completion of the proposed transactions on or before January 28, 2010. This July 24, 2009 Order was published in the *Federal Register* on August 3, 2009. By letter dated August 18, 2009, ENO provided additional information regarding certain planned changes to the proposed corporate structure that did not involve any license transfers that had not already been approved by the existing Orders. On October 29, 2009, NRC issued a threshold determination under 10 CFR 50.80 concluding that the changed plans appeared "to be consistent with applicable provisions of law, regulations and Orders issued by the Commission."

By letter dated November 3, 2009, ENO requested that NRC further extend the Orders approving the transfer of control of licenses until August 1, 2010, and requested review and approval, to the extent necessary, of certain trust agreement amendments to be executed in connection with the transaction. Notice of this request for extension was published in the *Federal Register* on November 27, 2009. This letter provides further information in support of the request for further extension and approval of trust agreement amendments.

**Updated Corporate Information Pursuant to 10 CFR 50.33(d)(3).** The general corporate information regarding the proposed licensee companies and their corporate parents, as required by 10 CFR 50.33(d)(3), is updated in Attachment 1. All of the persons identified in Attachment 1 are U.S. citizens.

**Name Changes and Amendments.** By separate applications dated September 22, 2008 for the Palisades and Big Rock Point licenses and dated September 30, 2008 for all other licenses, ENO requested administrative amendments to conform the licenses to reflect the new Enexus and Equagen names. Notice of these amendments involving no significant hazards consideration was provided by NRC in the *Federal Register* on January 13, 2009. The name changes do not involve any change in the licensed entities, but rather the amendments are administrative housekeeping so that the correct names of the licensed companies are reflected on the licenses following the Enexus spin-off and split-off transaction ("Spin-Off"). In implementing the proposed changes, the names of some of the licensee companies will be changed two to three weeks prior to the Spin-Off. However, ENO's name will not be changed until just prior to the Spin-Off and the name change from "Enexus Nuclear Generation Company" to "Enexus Nuclear Pilgrim, LLC" will not be effected until one day after the Spin-Off, when it becomes a limited liability company. ENO therefore requests that all of the proposed amendments be issued on the day after the Spin-Off is completed.

**Trust Agreement Amendments.** Upon further review, ENO has identified that the proposed trust agreement amendment for Pilgrim submitted on November 3, 2009, used the name "Enexus Nuclear Pilgrim Company" for one company instead of its correct name, "Enexus Nuclear Generation Company." A revised version of the proposed trust agreement amendment is provided as Attachment 2.

**Timing for Implementation.** Due to the complex nature of the proposed restructuring transactions and the Spin-Off, the closing will need to take place over a period of three business days, which also could involve an intervening weekend. It is planned that the Spin-Off will take place on the first business day of a month with financial accounting based upon the last day of the prior month. Two business days prior to the Spin-Off the various steps in the corporate restructuring involving all of the approved license transfers will take

place. The proposed structure as indicated in ENO's letter dated August 18, 2009 would be completed on this day, with the only exception being that all of the shares of Enexus Energy Corporation would continue to be held by Entergy Corporation.

On this same first business day, Enexus Energy Corporation will execute the \$700 million Support Agreement as required by the conditions in NRC's Orders, and it will own all of the assets that are the basis for its financial projections, which support its ability to fund the \$700 million if called upon. The \$700 million Support Agreement has been updated to reflect the names of the "Enexus" companies, to clarify that it applies to reliability issues, and to include special terms regarding Pilgrim (a proviso in Section 4) to assure compliance with the terms of an April 16, 1999 letter agreement with the Attorney General of Massachusetts. A copy of the current form of \$700 million Support Agreement is provided as Attachment 3.

On the next business day (one business day prior to the Spin-Off) various funding will be put in place, and administrative tasks may be completed. These actions are necessary so that Enexus will have required cash on hand at the beginning of the day its shares are distributed in the Spin-Off, pursuant to commitments made in connection with other regulatory approvals and in order to complete the financing of the transaction. The Spin-Off would then occur on the third business day.

Thus, for example, if the Spin-Off were planned for February 1, 2010, the various license transfers and execution of the \$700 million Support Agreement would be completed on Thursday, January 28, 2010, with Enexus remaining a wholly-owned subsidiary of Entergy. Certain funding activities and administrative activities would be completed on Friday, January 29, 2010, and the Spin-Off would then occur with the distribution of the shares of Enexus on Monday, February 1, 2010. Enexus would then be a publicly traded company no longer wholly-owned or controlled by Entergy.

If NRC requires additional information concerning this license transfer request, please contact John McCann, Vice President, Nuclear Safety, Emergency Planning and Licensing, at (914) 272-3370. This letter contains no new regulatory commitments.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 10th day of December 2009.

Sincerely,



Enclosures: Attachment 1 – General Corporate Information Regarding the NRC Licensed Entities and Their Corporate Parents  
Attachment 2 – Proposed Amendment to Trust Agreement  
Attachment 3 – Form of Support Agreement

c:

Regional Administrator, Region I U.S. Nuclear Regulatory Commission 475 Allendale Road King of Prussia, PA 19406-1415	Regional Administrator, Region III U.S. Nuclear Regulatory Commission 2443 Warrenville Road, Suite 210 Lisle, IL 60532-4352
Mr. Theodore B. Smith, Project Manager, U1 U. S. Nuclear Regulatory Commission Mail Stop T8F5 Two White Flint North 11545 Rockville Pike Rockville, MD 20852	Susan L. Uttal U.S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike Rockville, MD 20852 Mail Stop OWFN/12-D3
Mr. John Boska, Sr. Project Manager, IPEC U2, U3 DORL, Plant Licensing Branch I-I U.S. Nuclear Regulatory Commission Mail Stop O-8-C2 Washington, DC 20555	Resident Inspector's Office Indian Point 1, 2 & 3 U.S. Nuclear Regulatory Commission P.O. Box 59 Buchanan, NY 10511
Mr. B. K. Vaidya, Project Manager, JAF Division of Licensing Project Management Office of Nuclear Reactor Regulation Mail Stop 08 G14 Washington, DC 20555	Resident Inspector's Office U.S. Nuclear Regulatory Commission James A. FitzPatrick Nuclear Power Plant P.O. Box 136 Lycoming, NY 13093
Mahesh L. Chawla, Project Manager, PAL Project Directorate III Division of Licensing Project Management Office of Nuclear Reactor Regulation Mail Stop 8H 4A Washington, DC 20555	U.S. Nuclear Regulatory Commission Resident Inspector's Office Palisades Plant 27782 Blue Star Memorial Highway Covert, MI 49043
Mr. J. S. Kim, Project Manager, PIL, VY Division of Licensing Project Management Office of Nuclear Reactor Regulation Mail Stop 08 C2 Washington, DC 20555	Senior Resident Inspector Pilgrim Nuclear Power Station Rocky Hill Road Plymouth, MA 02360
Mr. D. V. Pickett, Project Manager, Indirect Transfer of Licenses Application Office of Nuclear Reactor Regulation Mail Stop 08 G9A Washington, DC 20555	USNRC Resident Inspector Entergy Nuclear Vermont Yankee P.O. Box 157 Vernon, VT 05354

c:

Mr. Charles Donaldson, Esq. Assistant Attorney General New York Department of Law 120 Broadway New York, NY 10271	Mr. Robert Walker, Director Massachusetts Department of Public Health Schrafft Center Suite 1 M2A Radiation Control Program 529 Main Street Charlestown, MA 02129
Mr. F. Murray, Jr., President New York State Energy, Research, and Development Authority 17 Columbia Circle Albany, NY 12203-6399	Mr. Don Boyce, Director Mass. Emergency Management Agency 400 Worcester Road Framingham, MA 01702
Mr. Paul Eddy Public Service Commission New York State Department of Public Service 3 Empire State Plaza Albany, NY 12223	Michigan Department of Attorney General Special Litigation Division 525 West Ottawa Street Sixth Floor, G. Mennen Williams Building Lansing, MI 48913
Mayor, Village of Buchanan 236 Tate Avenue Buchanan, NY 10511	Office of the Governor P.O. Box 30013 Lansing, MI 48909
Mr. Raymond L. Albanese Four County Coordinator 200 Bradhurst Avenue Unit 4 Westchester County Hawthorne, NY 10532	Ms. Mary Jo Kunkle Executive Secretary Michigan Public Service Commission 6545 Mercantile Way P. O. Box 30221 Lansing, MI 48909
Mr. David O'Brien, Commissioner VT Department of Public Service 112 State Street – Drawer 20 Montpelier, VT 15620-2601	Michigan Department of Environmental Quality Waste and Hazardous Materials Division Hazardous Waste and Radiological Protection Section Nuclear Facilities Unit Constitution Hall, Lower-Level North 525 West Allegan Street, P.O. Box 30241 Lansing, MI 48909-7741
	Supervisor, Covert Township P.O. Box 35 Covert, MI 49043

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Entergy Corporation
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	639 Loyola Avenue New Orleans, LA 70113
<b>DIRECTORS:</b>	J. Wayne Leonard (Chairman) Maureen S. Bateman W. Frank Blount Gary W. Edwards Alexis M. Herman Donald C. Hintz Stuart L. Levinick Stewart C. Meyers James R. Nichols William A. Percy, II W. J. "Billy" Tauzin Steven V. Wilkinson
<b>EXECUTIVE PERSONNEL</b>	J. Wayne Leonard – Chief Executive Officer Gary J. Taylor – Group President, Utility Operations Leo P. Denault – Executive VP & CFO Curtis L. Hebert, Jr. – Executive VP, External Affairs John T. Herron – Executive VP & Chief Nuclear Officer Mark T. Savoff – Executive VP and Chief Operating Officer Robert D. Sloan – Executive VP / General Counsel & Secretary Theodore H. Bunting, Jr – Senior VP & Chief Accounting Officer Joseph T. Henderson – Senior VP & General Tax Counsel Terry R. Seamons – Senior VP, Human Resources & Administration Steven C. McNeal – VP & Treasurer Dan Falstad – Assistant Secretary

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Energy Corporation
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	1018 Highland Colony Parkway Ridgeland, MS 39157
<b>DIRECTORS:</b>	Dr. Paul W. Murrill – Non-Executive Chairman Director Vice Adm. George W. Davis, USN (Ret.) – Director William E. Madison. – Director William A. Percy, II – Director Kyle D. Vann – Director Steven V. Wilkinson – Director David Spina – Director
<b>EXECUTIVE PERSONNEL</b>	Richard J. Smith – Chief Executive Officer, Director John R. McGaha – Chief Operating Officer Dean Keller – Executive Vice President, Chief Financial Officer Steven J. Agresta – Executive Vice President, General Counsel and Chief Legal Officer Carolyn C. Shanks – Senior Vice President Administration and Corporate Support

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus EquaGen Holdings, LLC
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	2001 Timberloch Place, 2nd Floor North The Woodlands, TX 77380
<b>MANAGERS:</b>	Richard J. Smith – Chairman John R. McGaha Carolyn C. Shanks
<b>EXECUTIVE PERSONNEL</b>	Richard J. Smith – President John R. McGaha – Vice President Steven J. Agresta – Vice President & Secretary Paul Stadnikia – Treasurer Chris Reitz – Assistant Secretary Susan Pierce – Tax Officer Roy Austin – Tax Officer



**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Entergy Equagen Holdings, LLC
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	1340 Echelon Parkway Jackson, Mississippi 39213
<b>MANAGERS:</b>	J. Wayne Leonard Leo P. Denault Mark T. Savoff
<b>EXECUTIVE PERSONNEL</b>	John T. Herron – Chief Executive Officer and Chief Nuclear Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	EquaGen LLC
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	1340 Echelon Parkway Jackson, Mississippi 39213
<b>MANAGERS:</b>	Richard J. Smith – Chairman John R. McGaha Dr. Paul Murrill J. Wayne Leonard Leo P. Denault Mark T. Savoff
<b>EXECUTIVE PERSONNEL</b>	John T. Herron – Chief Executive Officer, Chief Nuclear Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	EquaGen Nuclear LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	1340 Echelon Parkway Jackson, Mississippi 39213
<b>MANAGERS:</b>	John T. Herron
<b>EXECUTIVE PERSONNEL</b>	John T. Herron – Chief Executive Officer and Chief Nuclear Officer Michael A. Balduzzi – Senior Vice President and Chief Operating Officer Kevin H. Bronson – VP Operations, Pilgrim Joseph E. Pollock – VP Operations, Indian Point Energy Center Peter T. Dietrich – VP Operations, JAF Stewart B. Minahan – VP Operations, Cooper Christopher J. Schwarz – VP Operations, Palisades Michael J. Colomb – VP Operations, Vermont Yankee

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Holding Company, LLC
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	2001 Timberloch Place, 2nd Floor North The Woodlands, TX 77380
<b>MANAGERS:</b>	Richard J. Smith – Chairman John R. McGaha Carolyn C. Shanks
<b>EXECUTIVE PERSONNEL</b>	Richard J. Smith – President John R. McGaha – Vice President Steven J. Agresta – Vice President & Secretary Paul Stadnikia – Treasurer Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Midwest Investment Company, LLC
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	1340 Echelon Parkway Jackson, Mississippi 39213
<b>MANAGERS:</b>	John R. McGaha Carolyn C. Shanks Donald W. Vinci
<b>EXECUTIVE PERSONNEL</b>	John R. McGaha – President Carolyn C. Shanks – Vice President, Treasurer & Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Generation Company <i>To be known as Enexus Nuclear Pilgrim, LLC</i> [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Massachusetts
<b>BUSINESS ADDRESS:</b>	600 Rocky Hill Road Plymouth, MA 02360
<b>DIRECTORS:</b>	Joseph P. DeRoy Robert Wanczyk Thomas White
<b>EXECUTIVE PERSONNEL</b>	Joseph P. DeRoy – President Thomas White – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Susan Pierce – Tax Officer Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear FitzPatrick, LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	268 Lake Road East Lycoming, New York 13093
<b>MANAGERS:</b>	Joseph P. DeRoy Daniel Johnson Thomas White
<b>EXECUTIVE PERSONNEL</b>	Joseph P. DeRoy – President Daniel Johnson – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Vermont Yankee, LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	320 Governor Hunt Road Vernon, Vermont 05302
<b>MANAGERS:</b>	Joseph P. DeRoy Robert Wanczyk Thomas White
<b>EXECUTIVE PERSONNEL</b>	Joseph P. DeRoy – President Robert Wanczyk – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer



**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Indian Point 2, LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	Bleakley Avenue and Broadway Buchanan, New York 10511
<b>MANAGERS:</b>	Joseph P. DeRoy Thomas Marlow Thomas White
<b>EXECUTIVE PERSONNEL</b>	Joseph P. DeRoy – President Thomas Marlow – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Indian Point 3, LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	Bleakley Avenue and Broadway Buchanan, New York 10511
<b>MANAGERS:</b>	Joseph P. DeRoy Thomas Marlow Thomas White
<b>EXECUTIVE PERSONNEL</b>	Joseph P. DeRoy – President Thomas Marlow – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

**General Corporate Information Regarding the NRC Licensed Entities  
and Their Corporate Parents**

<b>NAME:</b>	Enexus Nuclear Palisades, LLC [NRC Licensed Entity]
<b>STATE OF INCORPORATION:</b>	Delaware
<b>BUSINESS ADDRESS:</b>	27780 Blue Star Memorial Highway Covert, Michigan 49043
<b>MANAGERS:</b>	Paul Stadnikia Joseph P. DeRoy Nick Vlisides
<b>EXECUTIVE PERSONNEL</b>	Paul Stadnikia – President Nick Vlisides – Vice President, Treasurer and Secretary Chris Reitz – Assistant Secretary Roy Austin – Tax Officer

Proposed Amendment to Trust Agreement

**FIFTH AMENDMENT TO  
THE MASTER DECOMMISSIONING TRUST AGREEMENT FOR  
PILGRIM NUCLEAR POWER STATION**

FIFTH AMENDMENT TO THE MASTER DECOMMISSIONING TRUST AGREEMENT FOR PILGRIM NUCLEAR POWER STATION dated as of \_\_\_\_\_, 2009 ("Amendment No. 5") by and between Entergy Nuclear Generation Company ("Entergy"), a Massachusetts company, Enexus Nuclear Generation Company, a Massachusetts company ("ExNGC"), *to be known as*, Enexus Nuclear Pilgrim, LLC ("Enexus Pilgrim"), and The Bank of New York Mellon (successor by operation of law to Mellon Bank, N.A.) ("Trustee"), a New York state bank having trust powers (collectively, Entergy, ExNGC and the Trustee, are the "Parties").

WHEREAS, with respect to the decommissioning of Pilgrim Nuclear Power Station ("PNPS"), Entergy has a beneficial interest in the Entergy Nuclear Generation Company Master Decommissioning Trust (the "Master Trust"), operating under a trust agreement dated as of January 1, 1995, between Boston Edison Company, a Massachusetts corporation, and the Bank of New York ("BNY"), a New York corporation having trust powers, as trustee, as amended by the First Amendment thereto dated December 12, 1996, the Second Amendment thereto dated June 18, 1999, the Third Amendment thereto dated July 13, 1999, and the Fourth Amendment thereto dated December 16, 2005 (the "Master Trust Agreement");

WHEREAS, Entergy and ExNGC are parties to a restructuring transaction occurring prior to the execution of this Amendment on the date hereof, in which the shares of a holding company, Enexus Energy Corporation, a Delaware corporation, are being distributed to the shareholders of Entergy Corporation, the current ultimate parent of Entergy, and to a trust (the "Restructuring Transaction");

WHEREAS, pursuant to the Restructuring Transaction, ExNGC will acquire all or substantially all of the assets and certain of the liabilities constituting PNPS, including all liabilities of Entergy in respect to: (i) the decommissioning of PNPS following permanent cessation of operations, (ii) the management, storage, transportation and disposal of spent nuclear fuel, and (iii) any other post-operative disposition of PNPS;

WHEREAS, pursuant to the agreements effecting the Restructuring Transaction, ExNGC, as of the date hereof, is to be substituted for Entergy under the Master Trust Agreement and thereafter hold all of the right, title and interest of Entergy in the Master Trust;

WHEREAS, ExNGC will promptly file with the Commonwealth of Massachusetts to convert ExNGC by operation of law into Enexus Nuclear Pilgrim, LLC ("Enexus Pilgrim"), a Massachusetts limited liability corporation;

WHEREAS, pursuant to the Second Amendment, Mellon Bank, N.A. was appointed as successor to BNY;

WHEREAS, Mellon Bank, N.A. became The Bank of New York Mellon by operation of law effective July 1, 2008;

WHEREAS, the Parties desire to amend the Master Trust Agreement to reflect the foregoing;

WHEREAS, any required notice of this amendment has been made to the U.S. Nuclear Regulatory Commission, and any required consent has been obtained;

WHEREAS, Section 2.09 of the Master Trust Agreement, as amended by the Third Amendment provides that Entergy's interest in the Master Trust is transferable;

WHEREAS, Section 9.05 of the Master Trust Agreement provides that the Master Trust Agreement may be amended, modified or altered for any purpose requested by Entergy so long as such amendment, modification or alteration does not affect the use of the assets of the Fund to pay the costs of Decommissioning (with the terms "Fund" and "Decommissioning" defined in the Master Trust Agreement);

WHEREAS, Section 9.05 of the Master Trust Agreement provides any amendment of the Master Trust Agreement must be in writing and signed by the Parties; and

WHEREAS, Section 9.05 of the Master Trust Agreement provides that the Trustee shall execute any amendment of the Master Trust Agreement required to be accepted by it but shall have no obligation to inquire or investigate whether such amendment is consistent with Section 9.05.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Master Trust Agreement is amended, as follows:

- a. All references to "the Company" henceforth shall refer to Enexus Pilgrim (also known as ExNGC), rather than to Entergy, except as the context otherwise requires;
- b. All references to "the Trustee" henceforth shall refer to The Bank of New York Mellon, rather than to Mellon Bank, N.A., except as the context otherwise requires;
- c. The words "Entergy Nuclear Generation Company Master Decommissioning Trust" in Section 2.04 shall be deleted and replaced with the words "Enexus Nuclear Pilgrim, LLC Master Decommissioning Trust";

- d. The address for notice to "the Company" contained in Section 9.04 shall be deleted and replaced with:

Enexus Nuclear Pilgrim, LLC  
600 Rocky Hill Road  
Plymouth, MA 02360  
Attention: Chief Operating Officer

with copies to:

EquaGen Nuclear LLC  
1340 Echelon Parkway  
Jackson, MS 39213  
Attention: Assistant Secretary

Enexus Energy Corporation  
1018 Highland Colony Parkway  
Ridgeland, MS 39157  
Attention: Assistant Secretary

- e. The address for notice to "the Trustee" contained in Section 9.04 shall be deleted and replaced with:

The Bank of New York Mellon  
BNY Mellon Center  
151-0625  
Pittsburgh, PA 15258  
Attention: Trust Officer

2. The Parties acknowledge that, consistent with the amendments provided for herein and as set forth in the agreements effecting the Restructuring Transaction, ExNGC is assuming all rights and responsibilities of Entergy in respect to the Master Trust, including the obligation of due and punctual performance of all of the covenants and conditions of "the Company" in the Master Trust Agreement, as amended by this Amendment No. 5.
3. This Amendment No. 5 shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees and successors.
4. This Amendment No. 5 shall be construed and enforced in accordance with the laws (other than conflict of law rules) of the Commonwealth of Pennsylvania.
5. This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
6. Each Party hereby represents and warrants to the other that it has full authority to enter into this Amendment No. 5 upon the terms and conditions hereof and that the individual

executing this Amendment No. 5 on its behalf has the requisite authority to bind such Party.

7. Entergy represents and warrants to ExNGC and the Trustee that as of the date hereof it has fully performed and complied with all covenants and conditions of "the Company" in the Master Trust Agreement through and including the date hereof.

IN WITNESS WHEREOF, the Parties have executed this instrument under seal as of the date first above written.

Entergy Nuclear Generation Company

By: \_\_\_\_\_

Name: John T. Herron

Title: Chief Executive Officer

Enexus Nuclear Generation Company

*To be known as, Enexus Nuclear Pilgrim, LLC*

By: \_\_\_\_\_

Name: John R. McGaha

Title: Chief Operating Officer

The Bank of New York Mellon, as Trustee

By: \_\_\_\_\_

Name:

Title:

**Form of SUPPORT AGREEMENT**

Between

Enexus Energy Corporation

and

Enexus Nuclear Generation Company  
(*to be known as*, Enexus Nuclear Pilgrim, LLC),  
Enexus Nuclear FitzPatrick, LLC,  
Enexus Nuclear Vermont Yankee, LLC,  
Enexus Nuclear Indian Point 2, LLC,  
Enexus Nuclear Indian Point 3, LLC, and  
Enexus Nuclear Palisades, LLC

**THIS SUPPORT AGREEMENT**, dated as of \_\_\_\_\_, 2010 between Enexus Energy Corporation, a Delaware corporation ("Parent"), and Enexus Nuclear Generation Company, *to be known as*, Enexus Nuclear Pilgrim, LLC (formerly known as, "Entergy Nuclear Generation Company"), Enexus Nuclear FitzPatrick, LLC (formerly known as, "Entergy Nuclear FitzPatrick, LLC"), Enexus Nuclear Vermont Yankee, LLC (formerly known as, "Entergy Nuclear Vermont Yankee, LLC"), Enexus Nuclear Indian Point 2, LLC (formerly known as, "Entergy Nuclear Indian Point 2, LLC"), Enexus Nuclear Indian Point 3, LLC (formerly known as, "Entergy Nuclear Indian Point 3, LLC"), and Enexus Nuclear Palisades, LLC (formerly known as, "Entergy Nuclear FitzPatrick, LLC"), each individually herein referred to as a "Subsidiary Licensee" and all collectively herein referred to as "Subsidiary Licensees,"

**WITNESSETH:**

**WHEREAS**, through its intermediate subsidiary companies, Parent is the indirect owner of 100% of the outstanding shares of the Subsidiary Licensees;

**WHEREAS**, the Subsidiary Licensees are the corporate entities that hold the NRC licenses for Pilgrim, Indian Point 2 and 3, FitzPatrick, Vermont Yankee, and Palisades (individually, each a "Facility," and collectively the "Facilities"); and

**WHEREAS**, Parent and the Subsidiary Licensees desire to take certain actions to assure the ability of the Subsidiary Licensees to pay their respective expenses of maintaining the Facilities safely and reliably and of protecting the public health and safety (the "Operating



Expenses") and to meet Nuclear Regulatory Commission ("NRC") requirements during the life of each Facility (the "NRC Requirements").

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Availability of Funding.* From time to time, upon the written request of a Subsidiary Licensee, Parent shall provide or cause to be provided to such Subsidiary Licensee such funds as the Subsidiary Licensees determines to be necessary to pay Operating Expenses or meet NRC Requirements; provided, however, in any event the aggregate amount outstanding under this Support Agreement at any one time shall not exceed \$700 million, and this shall be the maximum unreimbursed amount Parent is obligated to provide under this Support Agreement.
2. *No Guarantee.* This Support Agreement is not, and nothing herein contained, and no action taken pursuant hereto by Parent shall be construed as, or deemed to constitute, a direct or indirect guarantee by Parent to any person of the payment of the Operating Expenses or of any liability or obligation of any kind or character whatsoever of the Subsidiary Licensees. This Agreement may, however, be relied upon by the NRC in determining the financial qualifications of each Subsidiary Licensee to hold the operating license for a Facility.
3. *Waivers.* Parent hereby waives any failure or delay on the part of the Subsidiary Licensees in asserting or enforcing any of their rights or in making any claims or demands hereunder.
4. *Amendments and Termination.* This Agreement may not be amended or modified at any time without 30 days prior written notice to the NRC. This Agreement shall terminate at such time as Parent is no longer the direct or indirect owner of any of the shares or other ownership interests in a Subsidiary Licensee. This Agreement shall also terminate with respect to the Operating Expenses and NRC Requirements applicable to a Facility whenever such Facility permanently ceases commercial operations and certification is made as to the permanent removal of fuel from the reactor vessel. *Provided, however*, that with

respect to Enexus Nuclear Pilgrim, LLC only this Agreement shall not terminate, but rather shall continue in effect to provide funding for decommissioning expenses of up to \$50 million, subject to funds being available in considering the \$700 million limitation set forth in Paragraph 1 above.

5. *Successors.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
6. *Third Parties.* Except as expressly provided in Sections 2 and 4 with respect to the NRC, this Agreement is not intended for the benefit of any person other than the parties hereto, and shall not confer or be deemed to confer upon any other such person any benefits, rights, or remedies hereunder.
7. *Other Financial Support Arrangements.* This Agreement supersedes any other support arrangement relating to NRC requirements, if any exists prior to the date hereof, between Parent or any other affiliate that is a signatory hereto, and a Subsidiary Licensee to provide funding when necessary to pay Operating Expenses and meet NRC Requirements for the Facilities, and any such other financial support arrangement is hereby voided, revoked and rescinded. As such, the total available funding provided for in this Agreement shall be limited as set forth in Section 1 herein and shall not be cumulative with any other financial support arrangement for purposes of meeting NRC requirements. For avoidance of doubt, the parties agree that this Section 7 does not apply to financial guarantees or commitments made to third parties, even where such agreements may relate to compliance with NRC requirements. A list of the financial support arrangements rescinded by this paragraph is provided as Schedule A.
8. *Governing Law.* This Agreement shall be governed by the laws of the State of Delaware.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**ACKNOWLEDGED AND AGREED**

Enexus Energy Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear Generation Company

*To be known as,*

Enexus Nuclear Pilgrim, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear FitzPatrick, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear Vermont Yankee, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear Indian Point 2, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear Indian Point 3, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enexus Nuclear Palisades, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED AS TO  
SECTION 7**

Entergy Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy International Holding LLC

*Formerly known as,*

Entergy International Holdings LTD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy International LTD LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entergy Global, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A**

<b>Guarantor</b>	<b>Guaranty on behalf of</b>	<b>Amount</b>	<b>Claim</b>
Entergy International LTD LLC	Entergy Nuclear Generation Company	\$50M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy International LTD LLC	Entergy Nuclear Indian Point 2, LLC	\$35M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear Indian Point 2, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy International Holdings LLC	Entergy Nuclear Vermont Yankee, LLC	\$35M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Corporation	Entergy Nuclear Vermont Yankee, LLC	\$35M	If the financial assurance line provided by Entergy International Holdings is below \$35M at the point that it is determined that ENVY will cease operations, ETR will make additional funds available to ENVY, up to \$35M.
Entergy Corporation	Entergy Nuclear Vermont Yankee, LLC	\$25M	If the financial assurance line provided by Entergy Global is below \$25M at the point that it is determined that ENVY will cease operations, ETR will make additional funds available to ENVY, up to \$25M.
Entergy Global, LLC	Entergy Nuclear Vermont Yankee, LLC	\$35M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy International LTD LLC	Entergy Nuclear FitzPatrick, LLC & Entergy Nuclear Indian Point 3, LLC	\$50M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear FitzPatrick, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear Indian Point 3, LLC	\$20M	Guarantee to NRC for financial assurance to provide for safe plant operation and for decommissioning, through working credit line.
Entergy Global, LLC	Entergy Nuclear Palisades, LLC	\$25M	Guarantee to NRC for financial assurance to provide for safe plant operation through working credit line.