



ARKANSAS POWER & LIGHT COMPANY

POST OFFICE BOX 551 LITTLE ROCK, ARKANSAS 72203 (501) 371-4000

December 17, 1984

ØCAN1284Ø4

Mr. Ira Dinitz, Insurance Indemnity Analyst
Licensee Relations Section
Office of the State Programs
Nuclear Regulatory Commission
Washington, DC 20555

SUBJECT: Arkansas Nuclear One - Units 1 & 2
Docket Nos. 50-313 and 50-368
License Nos. DPR-51 and NPF-6
Nuclear Liability Insurance

Gentlemen:

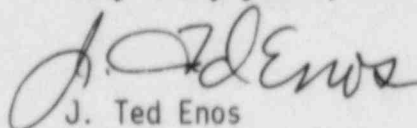
Your November 26, 1984 letter (OCNA118420) stated that the following endorsements to our Nuclear Liability Insurance policies had not been received:

- 1) Policy NF-210 - Endorsement Nos. 47-52, 17-21, and 11-15; and
- 2) Policy MF-74 - Endorsement Nos. 41-44.

You also indicated that Amendment 2 to Indemnity Agreement B-65 had not been received. Enclosed are the requested endorsements and Amendment 2 to Indemnity Agreement B-65.

Also, we would like to inform you that Mr. John M. Griffin is now Sr. Vice President, Energy Supply and requests that future mail be addressed to him at P. O. Box 551, Little Rock, AR 72203.

Very truly yours,


J. Ted Enos
Manager, Licensing

8412270330 841217
PDR ADOCK 05000313 PDR
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Enclosures

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1/1

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

- 1) ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
- 2) CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

Calendar Year 1974

- 1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 2,000.00
- b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 1,340.00
2. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed on the reverse side of this endorsement.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable only for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated on the reverse side of this endorsement.
3. It is agreed that the effective period of this endorsement is to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancelation of the policy, if sooner.

(over)

Effective Date of this Endorsement January 1, 1974 To form a part of Policy No NF-210
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue November 1, 1973 For the Subscribing Companies
By Joseph Mancione General Manager
REBSAMEN & ASSOCIATES, INC.
Countersigned by Charles L. Hayden
Endorsement No 11
NE-35 (1/1/74)

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

1.

Amendment of Condition 4 Endorsement

It is agreed that with respect to bodily injury and property damage caused after the effective date of this endorsement by the nuclear energy hazard the figure \$73,625,000 stated in Condition 4 of the policy is amended to read \$85,250,000.

Effective Date of this Endorsement January 1, 1974 To form a part of Policy No. NF-210
11:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue January 15, 1974 For the Subscribing Companies

By Joseph Menone
General Manager

REBSAMEN & ASSOCIATES

Endorsement No. 12

Countersigned by _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Address of Nuclear Energy Liability Insurance Association Endorsement

It is agreed that the address of the Nuclear Energy Liability Insurance Association appearing in the "Company Representation" condition of the policy is amended to read:

The Exchange
Farmington Avenue
Farmington, Connecticut 06032

Effective Date of this Endorsement April 1, 1974 To form a part of Policy No. NF-210
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue March 15, 1974 For the Subscribing Companies

By

Joseph Manone
General Manager

Endorsement No. 13
NE 37B (4/1/74)

Countersigned by

Charles H. Herbert

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT

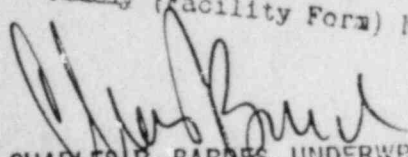
It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy is amended to read \$ 85,250,000.

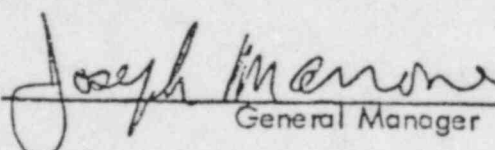
This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.

2. The limit of liability stated in Item 4 of the declarations and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment both the limit of liability stated in Item 4 of the declarations and the amended limit stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

This is to certify that this Endorsement No. 14 is a true copy of the original Endorsement No. 14 made a part of Nuclear Energy Liability Policy (Facility Form) No. NF-210. No insurance is afforded hereunder


CHARLES R. BARBES, UNDERWRITING MANAGER
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Effective Date of this Endorsement May 10, 1974 To form a part of Policy No. NF-210
12:01 A.M. Standard Time
Issued to Arkansas Power and Light Company
Date of Issue May 30, 1974 For the Subscribing Companies

By 
General Manager

Endorsement No. 14

Countersigned by REBSAMEN & ASSOCIATES

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

Calendar Year 1974

It is agreed that Items 1a. and 1b. of Endorsement No. 11
are amended to read:

1a. ADVANCE PREMIUM: It is agreed that the Advance Premium
due the companies for the period designated above is:

\$ 7,625.67

1b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence
of a change in the Advance Premium indicated above, it is
agreed that, subject to the provisions of the Industry Credit
Rating Plan, the Standard Premium is said Advance Premium and
the Reserve Premium is: \$ 5,109.28

Additional Premium: \$5,625.67

This is to certify that this Endorsement No. 15 is a true copy of
the original Endorsement No. 210 of the Nuclear Energy Liability
Policy (Facility No. 210) and the same is afforded hereunder

CHARLES R. BARDES, UNDERWRITING MANAGER
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Effective Date of
this Endorsement January 1, 1974 To form a part of Policy No. NE-210
12:01 A.M. Standard Time
Issued to Arkansas Power and Light Company
Date of Issue May 30, 1974

For the subscribing companies

By

Joseph M. Murre
General Manager

Endorsement No. 15

NE-36

Countersigned by REBSAMEN & ASSOCIATES

By _____

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

- 1) ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
- 2) CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

Calendar Year 1975

- 1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$ 161,200.00
- b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 120,187.00
2. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed on the reverse side of this endorsement.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable only for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated on the reverse side of this endorsement.
3. It is agreed that the effective period of this endorsement is to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancelation of the policy, if sooner.

(over)

Effective Date of this Endorsement January 1, 1975 To form a part of Policy No. NF-210
12:01 A.M. Standard Time

Issued to Arkansas Power & Light Company

Date of Issue December 12, 1974

For the subscribing companies
By [Signature] General Manager

Endorsement No. 17
NE-35 (1/1/75)

Countersigned by Charles W. Harper

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

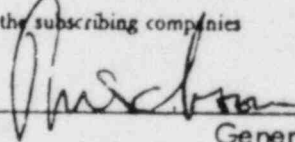
Amendment of Condition 4 Endorsement

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure \$85,250,000 stated in Condition 4 of the policy is amended to read \$96,875,000.

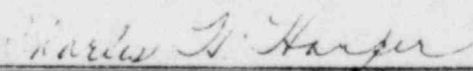
Effective Date of
this Endorsement January 1, 1975 To form a part of Policy No. NE-210
12:01 A.M. Standard Time

Issued to Arkansas Power & Light Company

Date of Issue January 10, 1975

For the subscribing companies
By 
General Manager

Endorsement No. 18

Countersigned by 

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT (After Prior Increase)

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read \$96,875,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
2. The original limit of liability stated in Item 4 of the declarations, the limit(s) of liability stated in the Increase of Limit of Liability Endorsement (s) listed below and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment the limit of liability originally stated in Item 4 of the declarations, the amended limit(s) of liability stated in the Increase of Limit of Liability Endorsement(s) listed below and the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement (s)

Endorsement No(s): 14

Effective Date of this Endorsement March 21, 1975 To form a part of Policy No. NF- 210

12:01 A.M. Standard Time

Issued to Arkansas Power & Light Company

Date of Issue March 21, 1975

For the subscribing companies

By [Signature]
General Manager
KEDDAMEN & ASSOCIATES

Endorsement No 19

Countersigned by [Signature]

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

Calendar Year 1975

It is agreed that Items 1a. and 1b. of Endorsement No. 17
are amended to read:

- 1a. ADVANCE PREMIUM: It is agreed that the Advance Premium
due the companies for the period designated above is:

\$ 166,941.20

- 1b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence
of a change in the Advance Premium indicated above, it is
agreed that, subject to the provisions of the Industry Credit
Rating Plan, the Standard Premium is said Advance Premium and
the Reserve Premium is: \$ 124,550.31

Additional Premium: \$5,741.20

Effective Date of this Endorsement January 1, 1975 To form a part of Policy No. NF- 210
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue March 21, 1975

For the subscribing companies

By

General Manager

REBSAMEN & ASSOCIATES

Endorsement No. 20

Countersigned by

NE-36

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

Calendar Year 1974

It is agreed that Items 1a. and 1b. of Endorsement No. 16

are amended to read:

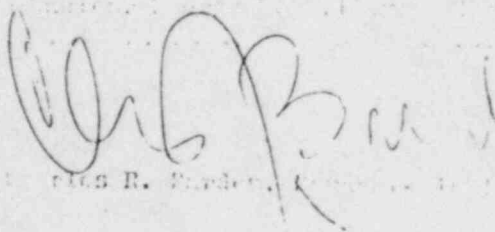
1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 68,648.00

1b. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$ 50,022.73

Return Premium: \$11,750.94

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the policy.


Charles R. Anderson, Secretary

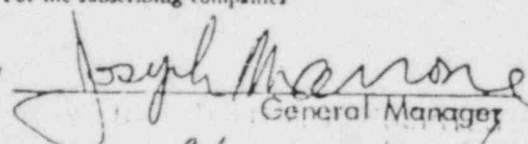
Effective Date of this Endorsement January 1, 1974 To form a part of Policy No. NE-210
12:01 A.M. Standard Time

Issued to Arkansas Power & Light Company

Date of Issue April 7, 1975

For the subscribing companies

By


General Manager

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENTS OF DEFINITION OF "NUCLEAR ENERGY HAZARD" AND
PART OF CONDITION 4, "LIMITATION OF LIABILITY; COMMON OCCURRENCE"
(Indemnified Nuclear Facility)

It is agreed that:

1. In Insuring Agreement III, "DEFINITIONS", solely with respect to an "insured shipment" to which this policy applies as proof of financial protection required by the Nuclear Regulatory Commission, Subdivision (2) of the definition of "nuclear energy hazard", as amended, is further amended to read:
 - (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including the handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or
 - (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there are no deviations in the course of the transportation for the purpose of going to any other country, state or nation, except a deviation in the course of said transportation for the purpose of going to or returning from a port or place of refuge as the result of an emergency.
2. Subdivision (b) of Condition 4, "LIMITATION OF LIABILITY; COMMON OCCURRENCE", as amended, is replaced by the following:
 - (b) source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content in the course of transportation for which insurance is afforded under this policy and also arising out of such properties of other source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content in the course of transportation for which insurance is afforded under one or more other Nuclear Energy Liability Policies (Facility Form) issued by Nuclear Energy Liability Insurance Association.

Effective Date of this Endorsement January 1, 1982
12:01 A.M. Standard Time

To form a part of Policy No. NE-210

Issued to ARKANSAS POWER & LIGHT COMPANY

Date of Issue December 17, 1981

For the subscribing companies

By [Signature]
General Manager

REBSAMEN INSURANCE

Countersigned by [Signature]

Endorsement No. 47
NE-58 (1/1/82)

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1982
ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 331,703.87

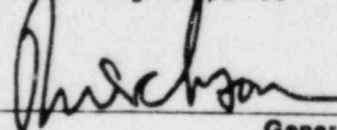
2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 249,769.94

Effective Date of this Endorsement January 1, 1982 To form a part of Policy No. NF-210
12:01 A.M. Standard Time
Issued to ARKANSAS POWER & LIGHT COMPANY

Date of Issue December 17, 1981

For the subscribing companies

By 
General Manager

Endorsement No. 48

REBSAMEN INSURANCE
Countersigned by Charles W. Hays

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT Calendar Year 1982

1. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:
 - a. The word "companies" wherever used in the policy means the subscribing companies listed below.
 - b. The policy shall be binding on such companies only.
 - c. Each such company shall be liable for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated below.
2. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below to the close of December 31, 1982 or to the time of the termination or cancellation of the policy, if sooner.

SUBSCRIBING COMPANIES

PROPORTION OF 100%

Aetna Casualty and Surety Co., The, 151 Farmington Ave., Hartford, CT 06156	9.957349
Aetna Insurance Company, 55 Elm St., Hartford, CT 06115	3.153160
Affiliated FM Insurance Co., Allendale Park, P.O. Box 7500, Johnston, RI 02919	0.248934
Allianz Insurance Company, 6435 Wilshire Blvd., Los Angeles, CA 90054	1.327647
Allstate Insurance Co., Allstate Plaza South - 61, Northbrook, IL 60062	4.978675
American Home Assurance Co., 102 Maiden Lane, New York, NY 10005	0.871268
American Motorists Insurance Co., Long Grove, IL 60049	0.414890
Bituminous Casualty Corporation, 320-18th St., Rock Island, IL 61201	0.414890
Centennial Insurance Co., Atlantic Building, 45 Wall Street, New York, NY 10005	0.248934
Commercial Union Insurance Co., One Beacon St., Boston, MA 02108	3.319116
Connecticut Indemnity Company, The, 9 Farm Springs Rd., Farmington, CT 06032	0.414890
Continental Casualty Co., CNA Plaza, Chicago, IL 60685	4.148895
Continental Insurance Co., The, 80 Maiden Ln., New York, NY 10038	7.675457
Federal Insurance Co., 51 John F. Kennedy Parkway, Short Hills, NJ 07078	1.493602
Firemen's Fund Insurance Companies, P.O. Box 3395, San Francisco, CA 94119	5.310586
General Accident Insurance Company of America, 414 Walnut St., Philadelphia, PA 19105	1.327647
Hanover Insurance Co., The, 440 Lincoln St., Worcester, MA 01605	0.497867
Hartford Accident and Indemnity Co., Hartford Plaza, Hartford, CT 06115	7.053122
Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	0.497867
Highlands Insurance Co., 600 Jefferson St., Houston, TX 77002	0.414890
Home Indemnity Co., The, 59 Maiden Lane, New York, NY 10038	3.651028
Insurance Co. of North America, P.O. Box 7728, Philadelphia, PA 19101	1.659558
Monarch Insurance Co. of Ohio, The, 19 Rector St., New York, NY 10006	0.331912
Northern Insurance Company of New York, P.O. Box 1228, Baltimore, MD 21203	2.240404
Northwestern National Ins. Co., 731 No. Jackson St., Milwaukee, WI 53201	0.663823
Ohio Casualty Insurance Company, The, 136 North Third St., Hamilton, OH 45025	0.165956
Pacific Indemnity Co., 51 John F. Kennedy Parkway, Short Hills, NJ 07078	0.331912
Peerless Insurance Co., 62 Maple Ave., Keene, NH 03431	0.124467
Protective Insurance Co., 3100 No. Meridian St., Indianapolis, IN 46208	0.248934
Providence Washington Insurance Co., 20 Washington Place, Providence, RI 02903	0.165956
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	0.995735
Royal Insurance Company of America, 150 William Street, New York, NY 10038	3.319116
St. Paul Fire & Marine Ins. Co., 385 Washington St., St. Paul, MN 55102	4.699869
Seaboard Surety Co., 90 William St., New York, NY 10038	0.165956
State Farm Fire & Casualty Company, 112 East Washington St., Bloomington, IL 61701	0.829779
Transamerica Insurance Company, P.O. Box 54256, Los Angeles, CA 90054	0.829779
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	10.787128
United States Fidelity and Guaranty Co., 100 Light St., Baltimore, MD 21202	10.455217
United States Fire Insurance Co., P.O. Box 2387, Morristown, NJ 07960	3.319116
Zurich Insurance Co., 231 No. Martingale Rd., Schaumburg, IL 60196	1.244669

NE-82

Effective Date of this Endorsement January 1, 1982 To form a part of Policy No. NF-210
 Issued to Arkansas Power & Light Company
 Date of Issue March 5, 1982

For the subscribing companies

By

[Signature]
 General Manager
 REBSAMEN INSURANCE

Endorsement No. 49

Countersigned by *[Signature]*

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1981

It is agreed that Items 1a. and 1b. of Endorsement No. 44
are amended to read:

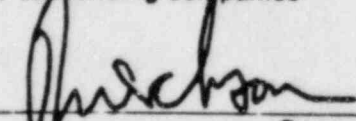
1a. ADVANCE PREMIUM: It is agreed that the Advance
Premium due the companies for the period designated above
is: \$ 284,410.43.

1b. STANDARD PREMIUM AND RESERVE PREMIUM: In the
absence of a change in the Advance Premium indicated above,
it is agreed that, subject to the provisions of the Industry
Credit Rating Plan, the Standard Premium is said Advance
Premium and the Reserve Premium is: \$ 213,826.93.
Return Premium: \$24,613.07.

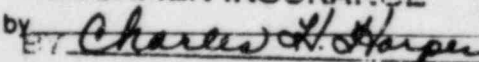
Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. NF-210
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company

Date of Issue April 20, 1982

For the subscribing companies

By 
General Manager

REBSAMEN INSURANCE

Countersigned by 

Endorsement No. 50
NE-36

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Amendment of Address Endorsement

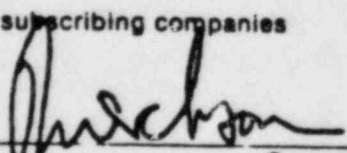
It is agreed that Item 1 of the Declaration, "Address" is amended to read:

Address: c/o Middle South Services, Inc.
P.O. Box 61000
New Orleans, LA 70161

Effective Date of this Endorsement October 13, 1982 To form a part of Policy No NF-210
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue October 18, 1982

For the subscribing companies

By


REBSAMEN INSURANCE General Manager

Endorsement No 51

Countersigned by

Charles L. Hoyer

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1983
ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 327,902.50

2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 246,880.90

Effective Date of
This Endorsement January 1, 1983 To form a part of Policy No. NF-210
12:01 A.M. Standard Time

Issued to Arkansas Power & Light Company

Date of Issue December 15, 1982

For the subscribing companies

By

Richardson General Manager

Endorsement No. 52

Countersigned by Charles H. Hays

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT
and
STANDARD PREMIUM ENDORSEMENT

Calendar Year 1982

1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is \$ 96,301.13.

2. STANDARD PREMIUM AND RESERVE PREMIUM

In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium and Reserve Premium are:

Standard Premium \$ 96,301.13.

Reserve Premium \$ 72,513.86.

Effective Date of this Endorsement January 1, 1982 To form a part of Policy No. MF 74

Issued to Arkansas Power & Light Company

Date of Issue January 6, 1982

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. M. O'Connell

REDGAMEN INSURANCE

Endorsement No. 41 Countersigned by Charles L. Hoyer
AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENTS OF DEFINITION OF "NUCLEAR ENERGY HAZARD" AND PART OF CONDITION 4, "LIMITATION OF LIABILITY; COMMON OCCURRENCE" (Indemnified Nuclear Facility)

It is agreed that:

1. In Insuring Agreement III, "DEFINITIONS", solely with respect to an "insured shipment" to which this policy applies as proof of financial protection required by the Nuclear Regulatory Commission, Subdivision (2) of the definition of "nuclear energy hazard", as amended, is further amended to read:
 - (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including the handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or
 - (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there are no deviations in the course of the transportation for the purpose of going to any other country, state or nation, except a deviation in the course of said transportation for the purpose of going to or returning from a port or place of refuge as the result of an emergency.
2. Subdivision (b) of Condition 4, "LIMITATION OF LIABILITY; COMMON OCCURRENCE", as amended, is replaced by the following:
 - (b) source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content in the course of transportation for which insurance is afforded under this policy and also arising out of such properties of other source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore

REDSAMEN INSURANCE
BY Charles H. Dwyer

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

1. AMENDMENT OF ADVANCE PREMIUM ENDORSEMENT
2. STANDARD PREMIUM AND RESERVE PREMIUM ENDORSEMENT
3. RETURN PREMIUM DUE

1. Advance Premium

It is agreed that the Amended Advance Premium due the companies for the calendar year 1981 is \$82,570.77.

2. Standard Premium and Reserve Premium

Subject to the provisions of the Industry Credit Rating Plan, it is agreed that the Standard Premium and Reserve Premium for the calendar year designated above are:

Standard Premium \$82,570.77

Reserve Premium \$62,078.78

3. Return Premium \$7,145.73.

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. MF-74

Issued to Arkansas Power & Light Company

Date of Issue April 20, 1982

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [Signature]

REBSAMEN INSURANCE

Endorsement No. 43

Countersigned by Charles H. Harper
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Amendment of Address Endorsement

It is agreed that Item 1 of the Declarations, "Address" is amended to read:

Address: c/o Middle South Services, Inc.
P.O. Box 61000
New Orleans, LA 70161

Effective Date of this Endorsement October 13, 1982 To form a part of Policy No. MF-74

Issue to Arkansas Power & Light Company

Date of Issue October 18, 1982

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [Signature]

REBSAMEN INSURANCE

Endorsement No. 44

Countersigned by BY Charles H. Harper
AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1983
ENDORSEMENT

1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

\$ 95,197.50

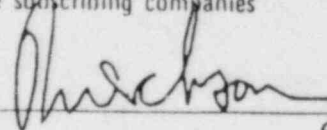
2. STANDARD PREMIUM AND RESERVE PREMIUM: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

\$ 71,675.10

Effective Date of This Endorsement January 1, 1983 To form a part of Policy No. ME-74
12:01 A.M. Standard Time
Issued to Arkansas Power & Light Company
Date of Issue December 15, 1982

For the subscribing companies

By



General Manager

Endorsement No. 45

Countersigned by Charles H. Hoyer



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket Nos. 50-313
50-368

AMENDMENT TO INDEMNITY AGREEMENT NO. B-65

AMENDMENT NO. 2

Effective MAY 2, 1974, Indemnity Agreement No. B-65, between Arkansas Power and Light Company and the Atomic Energy Commission, dated November 8, 1972, as amended, is hereby further amended as follows:

Item 2a of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

Item 2 - Amount of financial protection

- a. \$1,000,000 (From 12:01 a.m., November 8, 1972, to 12:00 midnight, MAY 20 1974, inclusive)
\$110,000,000 (From 12:01 a.m., MAY 21 1974)

Item 3 of the Attachment to the indemnity agreement is deleted in its entirety and the following substituted therefor:

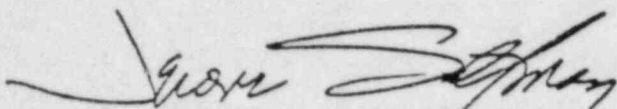
Item 3 - License number or numbers

- SNM-1321 (From 12:01 a.m., November 8, 1972, to 12:00 midnight, MAY 20 1974, inclusive)
DPR-51 (From 12:01 a.m., MAY 21 1974)

Item 5 of the Attachment to the indemnity agreement is amended by adding the following:

Nuclear Energy Liability Policy (Facility Form) No. MF-74
issued by Mutual Atomic Energy Liability Underwriters.

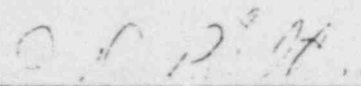
FOR THE UNITED STATES ATOMIC ENERGY COMMISSION



Jerome Saltzman, Deputy Chief
Office of Antitrust & Indemnity
Directorate of Licensing

Accepted May 23, 1974

By



ARKANSAS POWER AND LIGHT COMPANY