



**ENTERGY**

**Entergy Operations, Inc.**

P.O. Box 31995

Jackson, MS 39286-1995

Tel 601 368 5760

Fax 601 368 5768

**Jerrold G. Deweese**

Vice President

Operations Support

February 13, 1997

U.S. Nuclear Regulatory Commission  
Mail Station P1-137  
Washington, D.C. 20555

Attention: Document Control Desk

SUBJECT: Proof of Financial Protection ( 10 CFR 140.15)

River Bend Station  
Docket No. 50-458  
License No. NPF-47

Grand Gulf Nuclear Station  
Docket No. 50-416  
License No. NPF-29

Arkansas Nuclear One  
Units 1 & 2  
Docket Nos. 50-313 & 50-368  
License Nos. DPR-51 & NPF-6

Waterford 3 Steam Electric  
Station  
Docket No. 50-382  
License No. NPF-38

CNRO-97/00C02

Gentlemen:

In accordance with 10 CFR 140.15, certified copies of liability insurance policy endorsements issued in the second half of 1996 for each nuclear unit are submitted to the Commission as proof of financial protection. The attachment lists the endorsements enclosed.

Sincerely,

for

JGD/lae  
attachment

cc: (See next page)

9702190306 970213  
PDR ADDCK 05000313  
J PDR

1001 1/1

Proof of Financial Protection 10 CFR 140.15

February 13, 1997

CNRO-97/00002

Page 2 of 2

cc: (All Below w/o Endorsements - See File Copy For Endorsements)

Mr. J. L. Blount  
Mr. J. G. Dewease  
Mr. J. N. Donohew  
Mr. C. M. Dugger  
Mr. J. J. Hagan  
Mr. C. R. Hutchinson  
Mr. G. Kalman  
Mr. J. R. McGaha  
Mr. R. B. McGehee  
Mr. E. W. Merschoff  
Mr. C. P. Patel  
Mr. N. S. Reynolds  
Mr. D. L. Wigginton  
Mr. J. W. Yelverton

**NUCLEAR LIABILITY POLICIES OF INSURANCE**

**ENDORSEMENTS RECEIVED IN  
SECOND HALF OF 1996**

**Entergy Operations, Inc./Entergy Arkansas, Inc./ Power & Light Company  
- Arkansas Nuclear One**

**Facility Form**

American Nuclear Insurers Policy No. NF-210  
Endorsement Nos. 113, 114, 115\*, 116, 117 & 118

Mutual Atomic Energy Liability Underwriters Policy No. MF-74  
Endorsement Nos. 101, 102\*, 103, 104 & 105

**Facility Worker Form**

American Nuclear Insurers Policy No. NW-116  
Endorsement Nos. 16\*\*, 17, 18\* & 19

Mutual Atomic Energy Liability Underwriters Policy No. MW-47  
Endorsement Nos. 16\*\*, 17, 18\* & 19

**Secondary Financial Protection - Unit 1**

American Nuclear Insurers Policy No. N-48  
Endorsement Nos. 30 & 31

Mutual Atomic Energy Liability Underwriters Policy No. M-48  
Endorsement Nos. 30 & 31

**Secondary Financial Protection - Unit 2**

American Nuclear Insurers Policy No. N-68  
Endorsement Nos. 30 & 31

Mutual Atomic Energy Liability Underwriters Policy No. M-68  
Endorsement Nos. 30 & 31

**Entergy Operations, Inc./System Energy Resources, Inc./Entergy Mississippi, Inc./  
Mississippi Power & Light Company/South Mississippi Electric Power Association  
- Grand Gulf Nuclear Station**

**Facility Form**

American Nuclear Insurers Policy No. NF-257  
Endorsement Nos. 97, 98, 99 & 100

Mutual Atomic Energy Liability Underwriters Policy No. MF-106  
Endorsement Nos. 75, 76 & 77

**Facility Worker Form**

American Nuclear Insurers Policy No. NW-153  
Endorsement Nos. 17\*\* & 18

Mutual Atomic Energy Liability Underwriters Policy No. MW-76  
Endorsement Nos. 17\*\* & 18

**Secondary Financial Protection**

American Nuclear Insurers Policy No. N-79  
Endorsement Nos. 28 & 29

Mutual Atomic Energy Liability Underwriters Policy No. M-79  
Endorsement Nos. 28 & 29

**Entergy Operations, Inc./Entergy Gulf States, Inc./Gulf States Utilities Company/  
Cajun Electric Power Cooperative, Inc.  
- River Bend Station**

**Facility Form**

American Nuclear Insurers Policy No. NF-286  
Endorsement Nos. 69, 70\*, 71, 72, 73 & 74

Mutual Atomic Energy Liability Underwriters Policy No. MF-119  
Endorsement Nos. 60\*, 61, 62, 63 & 64

**Facility Worker Form**

American Nuclear Insurers Policy No. NW-178  
Endorsement Nos. 14\*\*, 15\* & 16

Mutual Atomic Energy Liability Underwriters Policy No. MW-89  
Endorsement Nos. 14\*\*, 15\* & 16

**Secondary Financial Protection**

American Nuclear Insurers Policy No. N-100  
Endorsement Nos. 22 & 23

Mutual Atomic Energy Liability Underwriters Policy No. M-100  
Endorsement Nos. 22 & 23

**Entergy Operations, Inc./Entergy Louisiana, Inc./Louisiana Power & Light Company  
- Waterford Unit 3**

**Facility Form**

American Nuclear Insurers Policy No. NF-263  
Endorsement Nos. 82, 83, 84, 85 & 86

Mutual Atomic Energy Liability Underwriters Policy No. MF-117  
Endorsement Nos. 68, 69, 70 & 71



**Facility Worker Form**

American Nuclear Insurers Policy No. NW-138  
Endorsement Nos. 21\*\*, 22 & 23

Mutual Atomic Energy Liability Underwriters Policy No. MW-87  
Endorsement Nos. 21\*\*, 22 & 23

**Secondary Financial Protection**

American Nuclear Insurers Policy No. N-86  
Endorsement Nos. 26, 27 & 28

Mutual Atomic Energy Liability Underwriters Policy No. M-86  
Endorsement Nos. 26, 27 & 28

\* No red stamped certified true copy of this endorsement available. Stamped endorsement was sent directly to the NRC (Ira Dinitz) by broker on November 26, 1996.

\*\* This is a "Replacement" endorsement. Another endorsement having the same number was provided with the "First Half of 1996" transmittal. Endorsement was reissued due to a computer error in the calculation of the Reserve Premium amount.

# NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

## CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1996

1. It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public 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, property damage, environmental damage or evacuation of the public 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, 1996, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Company	13.074094
Allstate Insurance Company	06.131750
American Home Assurance Company	00.735810
Cincinnati Insurance Company	01.141804
Continental Insurance Company	16.560521
Federal Insurance Company	05.491120
Fireman's Fund Insurance Company	01.743213
General Insurance Company of America	01.812941
Highlands Insurance Company	00.348643
ITT Hartford Fire Insurance Company	12.812612
Maryland Casualty Company	02.963461
Motors Insurance Corporation	00.435803
Royal Insurance Company of America	02.379485
St. Paul Fire & Marine Insurance Company	06.367956
State Farm Fire & Casualty Companies	00.871606
TIG Insurance	00.871606
Tokio Marine & Fire Insurance Company, LTD	00.522964
Travelers Indemnity Company of CT	13.662800
Universal Underwriters Insurance Company	00.174321
U.S. Fidelity & Guaranty Company	10.459276
Zurich Insurance Company	<u>01.438150</u>

Total 100.000000 NE-96

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. Insurance is provided by member

*J. S. Exter*  
John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement

January 1, 1996  
12:01 A.M. Standard Time

To form a part of Policy No. NF-0210

Issued to

Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue

April 5, 1996

For the subscribing companies

By

*Robert J. Gaudin*  
President

Endorsement No.

113

Countersigned by

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**

AMENDMENT OF THE DESCRIPTION OF THE FACILITY

It is agreed that Item 3 of the Declarations is amended to read:

Item 3. Description of the Facility:

Location      All real and personal property, including land, known as the Arkansas Nuclear One Steam Electric Generating Station situated on a site located approximately six miles northwest of RUSSELLVILLE, POPE COUNTY, ARKANSAS. The Reeves B. Ritchie Training Center and the Generation Support Building are included. The reference drawings are 1) Bechtel Corp. Drawing #C-2001, Rev. 2 dated 4/7/82, and 2) Insurance Site Plan dated 3/4/96.

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No insurance is effected hereunder.

*J. S. G. [Signature]*  
John L. [Signature], Senior Vice President  
American Nuclear Insurance

Effective Date of  
this Endorsement:

**April 1, 1996**  
(12:01 A.M. Standard Time)

To form a part of Policy No.      **NF -0210**

Issued to:      **Entergy Operations, Inc. and Arkansas Power & Light Company**

Date of Issue:      **July 26, 1996**

For the subscribing companies

By *[Signature]*  
President

Endorsement No:      **114**

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6603  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119	70 & 60
	NW-178/MW-89	15 & 15
ANO	NF-210/MF-74	115 & 102
	NW-116/MW-47	18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Effective Date of  
this Endorsement:

April 22, 1996  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0210**

Issued to: Entergy Operations, Inc., Entergy Arkansas, Inc., and Arkansas Power & Light Company, Inc.

Date of Issue: October 18, 1996

For the subscribing companies

By 1/08/17 President

Endorsement No: 115

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 the companies' 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 \$183,480,000; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
3. 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s): 14, 19, 30, 38 and 80

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. S. [Signature]*  
John L. O'Brooch, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0210**

Issued to:

**Entergy Operations, Inc., Entergy Arkansas, Inc. and Arkansas Power & Light Company, Inc.**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By

*[Signature]*  
President

Endorsement No:

**116**

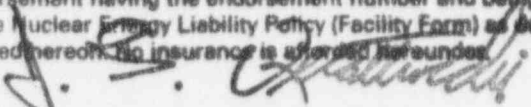
Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$155,000,000" stated in Condition 4 of this policy is amended to read "\$183,480,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is amended hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

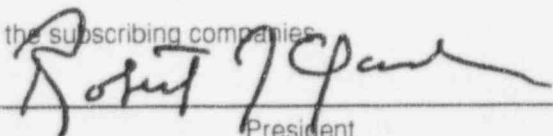
To form a part of Policy No. **NF -0210**

Issued to: **Entergy Operations, Inc., Entergy Arkansas, Inc. and Arkansas Power & Light Company, Inc.**

Date of Issue: **November 1, 1996**

For the subscribing companies:

By

  
President

Endorsement No: **117**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$387,159.00**
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: **\$290,670.00**

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is attached to this policy.

*J. S. G. [Signature]*  
John L. Guntkowski, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0210**

Issued to: **Entergy Operations, Inc., Entergy Arkansas, Inc., and Arkansas Power & Light Company, Inc.**

Date of Issue: **November 12, 1996**

For the subscribing companies

By

*[Signature]*  
President

Endorsement No: **118**

Countersigned by \_\_\_\_\_



# NUCLEAR ENERGY LIABILITY INSURANCE

## MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

### AMENDMENT OF THE DESCRIPTION OF THE FACILITY

It is agreed that Item 3 of the Declarations is amended to read:

Item 3. Description of the Facility:

Location      All real and personal property, including land, known as the Arkansas Nuclear One Steam Electric Generating Station situated on a site located approximately six miles northwest of RUSSELLVILLE, POPE COUNTY, ARKANSAS. The Reeves B. Fitchie Training Center and the Generation Support Building are included. The reference drawings are 1) Bechtel Corp. Drawing #C-2001, Rev. 2 dated 4/7/82, and 2) Insurance Site Plan dated 3/4/96.

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. S. Kastner*  
John L. Kastner, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement:

**April 1, 1996**  
(12:01 A.M. Standard Time)

To form a part of Policy No.      MF -0074

Issued to:      Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue:      **July 26, 1996**

For the subscribing companies

By *J. S. Kastner*

Endorsement No:      **101**

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6604  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

**RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE**

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119	70 & 60
	NW-178/MW-89	15 & 15
ANO	NF-210/MF-74	115 & 102
	NW-116/MW-47	18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

**REDUCTION OF LIMIT OF LIABILITY ENDORSEMENT**  
(After Prior Increase)

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy and the limits of liability stated in the Increase of Limit of Liability Endorsement(s) listed below apply only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during their respective effective periods, by the nuclear energy hazard and (b) which is discovered, and for which written claim is made against the insured, not later than December 31, 2006.
2. The limit of liability stated in Item 4 of the declarations of the policy as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read \$16,520,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during the effective period of the policy, by the nuclear energy hazard and (b) to which the limits of liability stated in the policy do not apply under the terms of paragraph 1 above; provided, however, that if written claim is made against the insured later than December 31, 2006 for bodily injury, property damage, environmental damage or evacuation of the public caused during a period when a limit of liability lower than that stated in this paragraph 2 was in effect, then such lower limit of liability shall apply to such claim.
3. In the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of the limits of liability including the amended limit of liability stated in paragraph 2 above is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
4. The original limit of liability stated in Item 4 of the declarations of the policy, 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 2 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s) 14, 25, 34 and 69

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No insurance is afforded hereunder.

John L. Quattrocchi, Senior Vice President-Underwriting,  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)


To form a part of Policy No. **MF -0074**

Issued to: **Entergy Operations, Inc. and Arkansas Power & Light Company**

Date of Issue: **November 1, 1996**

For the subscribing companies

By



Endorsement No:

**103**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$45,000,000" stated in Condition 4 of this policy is amended to read "\$16,520,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. S. Gustafson*  
John L. Gustafson, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0074

Issued to:

Entergy Operations, Inc., Entergy Arkansas, Inc. and Arkansas Power & Light Company, Inc.

Date of Issue:

November 1, 1996

For the subscribing companies

By

Endorsement No:

104

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$34,859.00**
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: **\$26,171.00**

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No insurance is afforded hereunder.

*J. S. G. [Signature]*  
John L. Ottobrochi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0074**

Issued to: **Entergy Operations, Inc., Entergy Arkansas, Inc., and Arkansas Power & Light Company, Inc.**

Date of Issue: **November 12, 1996**

For the subscribing companies

By

*J. S. G. [Signature]*

Endorsement No: **105**

Countersigned by \_\_\_\_\_

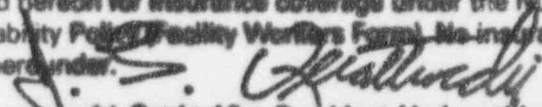
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$35,805.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$28,644.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy Facility Workers Form. No insurance is afforded hereunder.

  
John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

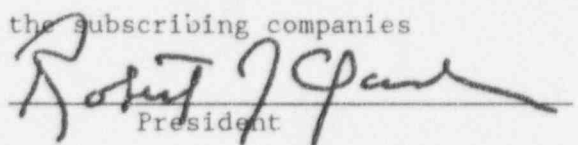
To form a part of Certificate No. NW -0116

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: January 26, 1996

For the subscribing companies

By

  
President

Endorsement No: 16

Countersigned by \_\_\_\_\_



**NUCLEAR ENERGY LIABILITY INSURANCE**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**


AMENDMENT OF THE DESCRIPTION OF THE FACILITY

It is agreed that Item 3 of the Declarations is amended to read:

Item 3. Description of the Facility:

Location      All real and personal property, including land, known as the Arkansas Nuclear One Steam Electric Generating Station situated on a site located approximately six miles northwest of RUSSELLVILLE, POPE COUNTY, ARKANSAS. The Reeves B. Ritchie Training Center and the Generation Support Building are included. The reference drawings are 1) Bechtel Corp. Drawing #C-2001, Rev. 2 dated 4/7/82, and 2) Insurance Site Plan dated 3/4/96.

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Gaettriochi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**April 1, 1996**  
12:01 A.M. Standard Time

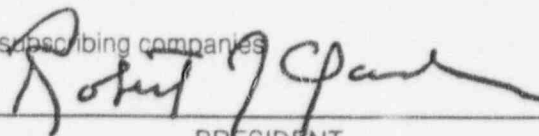
To form a part of Certificate No. NW -0116

Issued to:      **Entergy Operations, Inc. and Arkansas Power & Light Company**

Date of Issue:      **July 26, 1996**

For the subscribing companies

By

  
PRESIDENT

Endorsement No:

**17**

Countersigned by \_\_\_\_\_



Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6604  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119 NW-178/MW-89	70 & 60 15 & 15
ANO	NF-210/MF-74 NW-116/MW-47	115 & 102 18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Countersigned by

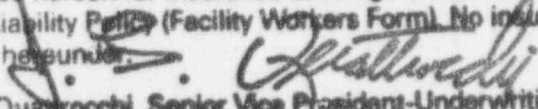
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$42,384.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$33,907.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

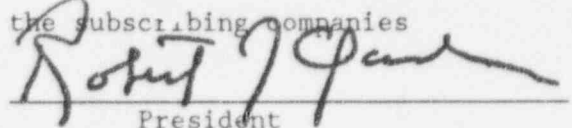
To form a part of Certificate No. NW -0116

Issued to: Entergy Operations, Inc., Entergy Arkansas, Inc., and Arkansas Power & Light Company, Inc.

Date of Issue: October 18, 1996

For the subscribing companies

By

  
President

Endorsement No: 19

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$10,395.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$8,316.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrone*  
John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0047

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: January 26, 1996

For the subscribing companies

By

*J. S. Quattrone*

Endorsement No: 16

Countersigned by \_\_\_\_\_

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

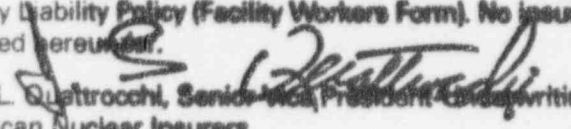
AMENDMENT OF THE DESCRIPTION OF THE FACILITY

It is agreed that Item 3 of the Declarations is amended to read:

Item 3. Description of the Facility:

Location      All real and personal property, including land, known as the Arkansas Nuclear One Steam Electric Generating Station situated on a site located approximately six miles northwest of RUSSELLVILLE, POPE COUNTY, ARKANSAS. The Reeves B. Ritchie Training Center and the Generation Support Building are included. The reference drawings are 1) Bechtel Corp. Drawing #C-2001, Rev. 2 dated 4/7/82, and 2) Insurance Site Plan dated 3/4/96.

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President, Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**April 1, 1996**  
12:01 A.M. Standard Time

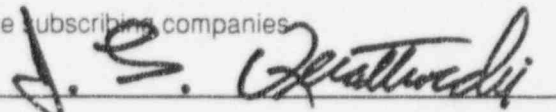
To form a part of Certificate No. MW -0047

Issued to:      Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue:      **July 26, 1996**

For the subscribing companies

By



Endorsement No:

**17**

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6604  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

**RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE**

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119	70 & 60
	NW-178/MW-89	15 & 15
ANO	NF-210/MF-74	115 & 102
	NW-116/MW-47	18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

## AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$3,816.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$3,053.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0047

Issued to: Entergy Operations, Inc., Entergy Arkansas, Inc., and Arkansas Power & Light Company, Inc.

Date of Issue: October 18, 1996

For the subscribing companies

By

Endorsement No: 19

Countersigned by \_\_\_\_\_



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-0048

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0210

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0074

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$72,726,885.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCHI  
January 1, 1997  
(12:01 A.M. Standard Time)  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

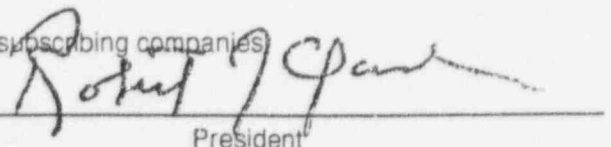
To form a part of Certificate No. N -0048

Issued to: **Entergy Operations, Inc. and Arkansas Power & Light Company**

Date of Issue: **October 1, 1996**

For the subscribing companies)

By

  
President

Endorsement No:

30

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$6,881.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

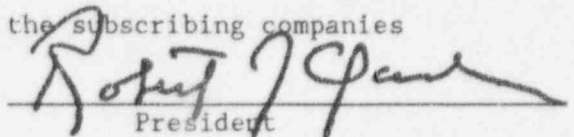
To form a part of Certificate No. N -0048

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By

  
President

Endorsement No: 31

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-0048

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0210

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0074

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$6,548,115.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. GUATTROCCHI

January 1, 1997 SENIOR VICE PRESIDENT-UNDERWRITERS

(12:01 A.M. Standard Time)

Effective Date of  
this Endorsement:

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

Endorsement No:

30

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$619.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, PROVIDING INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Quattrone*  
JOHN L. QUATTRONE  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. M -0048

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By

*J. S. Quattrone*

Endorsement No: 31

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-0068  
Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0210

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0074

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$72,726,885.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCCHI\*  
January 1, 1997  
SENIOR VICE PRESIDENT-UNDERWRITING  
(12:01 A.M. Standard Time)  
AMERICAN NUCLEAR INSURERS

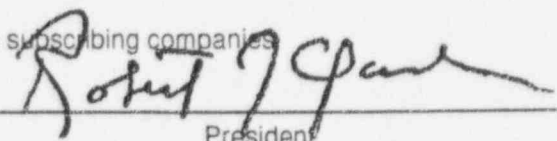
To form a part of Certificate No. N-0068

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

  
President

Endorsement No:

30

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$6,881.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Gristaldi*  
JOHN L. QUATROCCHI  
SENIOR VICE PRESIDENT - UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Certificate No. **N -0068**

Issued to: **Entergy Operations, Inc. and Arkansas Power & Light Company**

Date of Issue: **September 6, 1996**

For the subscribing companies

By

*Robert J. Gann*  
President

Endorsement No: **31**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-0068

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0210

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0074

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$6,548,115.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCCHI  
January 1, 1997  
(12:01 A.M. Standard Time)  
PRESIDENT-UNDERWRITING  
MUTUAL ATOMIC ENERGY LIABILITY INSURERS

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

Endorsement No:

30

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$619.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Gustafson*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. M -0068

Issued to: Entergy Operations, Inc. and Arkansas Power & Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By *J. S. Gustafson*

Endorsement No: 31

Countersigned by \_\_\_\_\_



# NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

## CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1996

1. It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public 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, property damage, environmental damage or evacuation of the public 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, 1996, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Company	13.074094
Allstate Insurance Company	06.131750
American Home Assurance Company	00.735810
Cincinnati Insurance Company	01.141804
Continental Insurance Company	16.560521
Federal Insurance Company	05.491120
Fireman's Fund Insurance Company	01.743213
General Insurance Company of America	01.812941
Highlands Insurance Company	00.348643
ITT Hartford Fire Insurance Company	12.812612
Maryland Casualty Company	02.963461
Motors Insurance Corporation	00.435803
Royal Insurance Company of America	02.379485
St. Paul Fire & Marine Insurance Company	06.367956
State Farm Fire & Casualty Companies	00.871606
TIG Insurance	00.871606
Tokio Marine & Fire Insurance Company, LTD	00.522964
Travelers Indemnity Company of CT	13.662864
Universal Underwriter's Insurance Company	00.174321
U.S. Fidelity & Guaranty Company	10.459276
Zurich Insurance Company	<u>01.438150</u>

Total 100.000000 NE-96

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No insurance is afforded hereunder.

Effective Date of  
this Endorsement

January 1, 1996  
12:01 A.M. Standard Time

John L. Quattrocchi, Senior Vice President, Underwriting  
American Nuclear Insurers

To form a part of Policy No. NF -0257

Issued to Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association,  
and Mississippi Power & Light Company

Date of Issue

April 5, 1996

For the subscribing companies

By

President

Endorsement No.

97

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 the companies' 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 \$183,480,000; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
3. 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)

Endorsement No.(s): 20 and 57

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. Insurance is afforded hereunder.



John T. Quatrone, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0257**

Issued to:

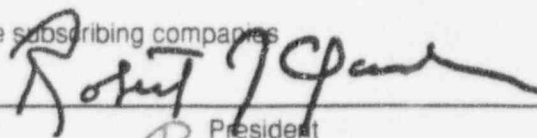
**Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association, and Mississippi Power & Light Company**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By

  
President

Endorsement No:

**98**

Countersigned by

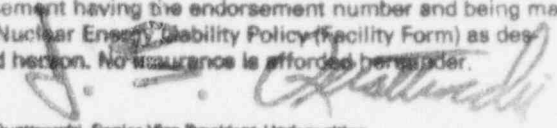


NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$155,000,000" stated in Condition 4 of this policy is amended to read "\$183,480,000".

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.

  
John L. Quattrochi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0257**

Issued to:

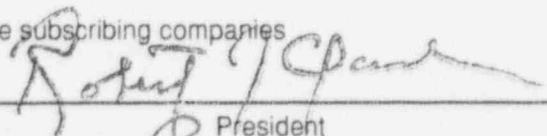
**Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association, and Mississippi Power & Light Company**

Date of Issue:

**November 1, 1996**

For the subscribing companies

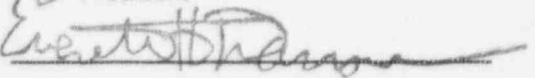
By

  
President

Endorsement No:

**99**

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$277,336.00**
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: **\$208,023.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is effected hereunder.

*J. L. Quattrone*  
John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0257

Issued to: Entergy Operations, Inc., System Energy Resources, Inc., South  
Mississippi Electric Power Association, and Mississippi Power & Light  
Company

Date of Issue: October 29, 1996

For the subscribing companies

By

*Robert J. Gaudin*  
President

Endorsement No: 100

Countersigned by

*Eric W. Brown*

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

**REDUCTION OF LIMIT OF LIABILITY ENDORSEMENT**  
(After Prior Increase)

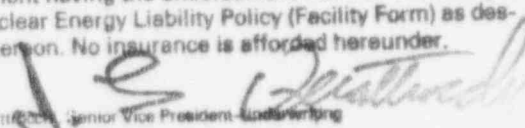
It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy and the limits of liability stated in the Increase of Limit of Liability Endorsement(s) listed below apply only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during their respective effective periods, by the nuclear energy hazard and (b) which is discovered, and for which written claim is made against the insured, not later than December 31, 2006.
2. The limit of liability stated in Item 4 of the declarations of the policy as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read \$16,520,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during the effective period of the policy, by the nuclear energy hazard and (b) to which the limits of liability stated in the policy do not apply under the terms of paragraph 1 above; provided, however, that if written claim is made against the insured later than December 31, 2006 for bodily injury, property damage, environmental damage or evacuation of the public caused during a period when a limit of liability lower than that stated in this paragraph 2 was in effect, then such lower limit of liability shall apply to such claim.
3. In the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of the limits of liability including the amended limit of liability stated in paragraph 2 above is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
4. The original limit of liability stated in Item 4 of the declarations of the policy, 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 2 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)

Endorsement No(s) 36

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President - Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0106**

Issued to:

**Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association, and Mississippi Power & Light Company**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By 

Endorsement No:

**75**

Countersigned by 

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$45,000,000" stated in Condition 4 of this policy is amended to read "\$16,520,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereon.

*J. S. Quintanilha*  
John L. Quintanilha, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0106**

Issued to: **Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association, and Mississippi Power & Light Company**

Date of Issue: **November 1, 1996**

For the subscribing companies

By

Endorsement No:

**76**

Countersigned by

*J. S. Quintanilha*  
*Robert H. Brown*



NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$24,971.00**
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: **\$18,730.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

*J. S. Gustafson*  
John L. Gustafson, Senior Vice President, Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0106**

Issued to: **Entergy Operations, Inc., System Energy Resources, Inc., South  
Mississippi Electric Power Association, and Mississippi Power & Light  
Company**

Date of Issue: **October 29, 1996**

For the subscribing companies

By

Endorsement No: **77**

Countersigned by



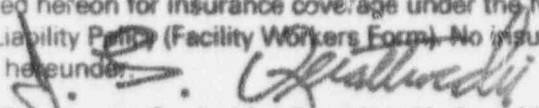
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$17,903.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$14,321.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Certificate No. NW -0153

Issued to: Entergy Operations, Inc. and Mississippi Power & Light Company and System  
Energy Resources, Inc. and South Mississippi Electric Power Association

Date of Issue: January 26, 1996

For the subscribing companies

By

  
President

Endorsement No: 17

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$21,192.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$16,953.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

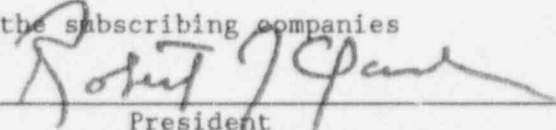
To form a part of Certificate No. **NW -0153**

Issued to: **Entergy Operations, Inc. and Mississippi Power & Light Company and System  
Energy Resources, Inc. and South Mississippi Electric Power Association**

Date of Issue: **September 23, 1996**

For the subscribing companies

By

  
President

Endorsement No: **18**

Countersigned by \_\_\_\_\_

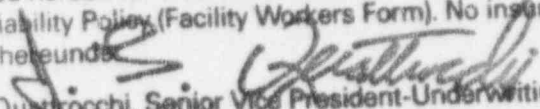
NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$5,197.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$4,158.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0076

Issued to: Entergy Operations, Inc. and Mississippi Power & Light Company and System  
Energy Resources, Inc. and South Mississippi Electric Power Association

Date of Issue: January 26, 1996

For the subscribing companies

By

Endorsement No: 17

Countersigned by

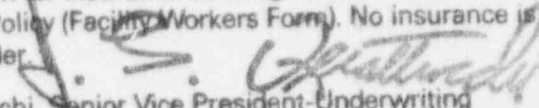
NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$1,908.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$1,526.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0076

Issued to: Entergy Operations, Inc. and Mississippi Power & Light Company and System  
Energy Resources, Inc. and South Mississippi Electric Power Association

Date of Issue: September 23, 1996

For the subscribing companies

By 

Endorsement No: 18

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-0079

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0257

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0106

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$72,726,885.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCCHI  
January 1, 1997  
(12:01 AM, Standard Time)  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

To form a part of Certificate No. N -0079

Issued to:

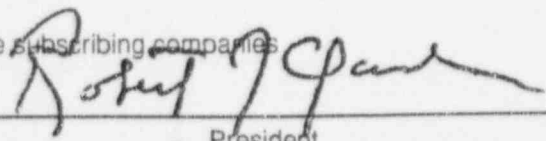
Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power  
Association and Mississippi Power & Light Company

Date of Issue:

October 1, 1996

For the subscribing companies

By

  
President

Endorsement No:

28

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$6,681.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS ASSURED BY THIS COPY.

*[Signature]*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. N -0079

Issued to: Entergy Operations, Inc., System Energy Resources, Inc., South  
Mississippi Electric Power Association and Mississippi Power &  
Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By

*[Signature]*  
President

Endorsement No: 29

Countersigned by

*[Signature]*

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-0079

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0257

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0106

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$6,548,115.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCHI, President-Underwriting  
January 1, 1997  
(12:01 A.M. Standard Time)

Issued to: Entergy Operations, Inc., System Energy Resources, Inc., South Mississippi Electric Power Association  
and Mississippi Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

Endorsement No:

28

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$619.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Quattrocchi*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. M -0079

Issued to: Entergy Operations, Inc., System Energy Resources, Inc., South  
Mississippi Electric Power Association and Mississippi Power &  
Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By

Endorsement No: 29

Countersigned by *E. J. Brown*

# NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

## CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1996

1. It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public 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, property damage, environmental damage or evacuation of the public 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, 1996, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Company	13.074094
Allstate Insurance Company	06.131750
American Home Assurance Company	00.735810
Cincinnati Insurance Company	01.141804
Continental Insurance Company	16.560521
Federal Insurance Company	05.491120
Fireman's Fund Insurance Company	01.743213
General Insurance Company of America	01.812941
Highlands Insurance Company	00.348643
ITT Hartford Fire Insurance Company	12.812612
Maryland Casualty Company	02.963461
Motors Insurance Corporation	00.435803
Royal Insurance Company of America	02.379485
St. Paul Fire & Marine Insurance Company	06.367956
State Farm Fire & Casualty Companies	00.871606
TIG Insurance	00.871606
Tokio Marine & Fire Insurance Company, LTD	00.522964
Travelers Indemnity Company of CT	13.662864
Universal Underwriters Insurance Company	00.174321
U.S. Fidelity & Guaranty Company	10.459276
Zurich Insurance Company	<u>01.438150</u>

Total 100.000000 NE-96

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein, and insurance is afforded hereunder.

*[Signature]*  
John L. Gambacchi, Senior Vice President, Underwriting  
American Nuclear Insurance Company

NF -0286

Effective Date of  
this Endorsement

January 1, 1996  
12:01 A.M. Standard Time

Issued to

Entergy Operations, Inc.; Gulf States Utilities Company and Cajun Electric Power  
Cooperative, Inc.

Date of Issue

April 5, 1996

For the subscribing companies

By

*[Signature]*  
President

Endorsement No.

69

Countersigned by

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6603  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119 NW-178/MW-89	70 & 60 15 & 15
ANO	NF-210/MF-74 NW-116/MW-47	115 & 102 18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Countersigned by \_\_\_\_\_ By Donald K. Scott  
Resident Louisiana Agent

**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 the companies' 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 \$183,480,000; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
3. 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s): 10 and 29

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No Insurance is provided hereunder.

*[Signature]*  
John L. Gumbrecht, Senior Vice President, Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0286**

Issued to: **Entergy Operations, Inc., Entergy Gulf States, Inc. and Gulf States Utilities, Inc.**

Date of Issue: **November 1, 1996**

For the subscribing companies

By

*[Signature]*  
President

Endorsement No:

**71**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$155,000,000" stated in Condition 4 of this policy is amended to read "\$183,480,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. L. Quattrone*  
John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0286

Issued to:

Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf States Utilities, Inc.

Date of Issue:

November 1, 1996

For the subscribing companies

By

*Robert J. Gann*  
President

Endorsement No:

72

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$357,907.00**
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: **\$269,258.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

*J. S. Quattricchi*  
John L. Quattricchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0286

Issued to: Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf  
StatesUtilities, Inc.

Date of Issue: November 24, 1996

For the subscribing companies

By

*Robert J. Fane*  
President

Endorsement No: 73

Countersigned by \_\_\_\_\_



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

It is agreed that Items 1 and 2 of Endorsement No. 67 are amended to read:

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$338,610.00**
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: **\$255,018.00**

**RETURN PREMIUM: \$12,791.00**

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded by this endorsement.

*J. S. Kistner*  
John L. Gering, Jr., Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0286

Issued to: Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf  
StatesUtilities, Inc.

Date of Issue: November 18, 1996

For the subscribing companies

By

*Robert J. Gaudin*  
President

Endorsement No: 74

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6005  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

**RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE**

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119 NW-178/MW-89	70 & 60 15 & 15
ANO	NF-210/MF-74 NW-116/MW-47	115 & 102 18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

By Harold K. Scott  
Resident Louisiana Agent

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

**REDUCTION OF LIMIT OF LIABILITY ENDORSEMENT**  
(After Prior Increase)

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy and the limits of liability stated in the Increase of Limit of Liability Endorsement(s) listed below apply only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during their respective effective periods, by the nuclear energy hazard and (b) which is discovered, and for which written claim is made against the insured, not later than December 31, 2006.
2. The limit of liability stated in Item 4 of the declarations of the policy as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read \$16,520,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during the effective period of the policy, by the nuclear energy hazard and (b) to which the limits of liability stated in the policy do not apply under the terms of paragraph 1 above; provided, however, that if written claim is made against the insured later than December 31, 2006 for bodily injury, property damage, environmental damage or evacuation of the public caused during a period when a limit of liability lower than that stated in this paragraph 2 was in effect, then such lower limit of liability shall apply to such claim.
3. In the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of the limits of liability including the amended limit of liability stated in paragraph 2 above is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
4. The original limit of liability stated in Item 4 of the declarations of the policy, 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 2 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s) 21

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

John L. Quattrone, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0119

Issued to:

**Entergy Operations, Inc., Entergy Gulf States, Inc. and Gulf States Utilities, Inc.**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By

Endorsement No:

**61**

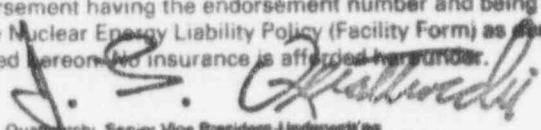
Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$45,000,000" stated in Condition 4 of this policy is amended to read "\$16,520,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0119**

Issued to:

**Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf States Utilities, Inc.**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By 

Endorsement No:

**62**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$32,225.00**
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: **\$24,243.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

*J. S. Gustafson*  
John L. Quattrochi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0119**

Issued to: **Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf States Utilities, Inc.**

Date of Issue: **November 24, 1996**

For the subscribing companies

By *J. S. Gustafson*

Endorsement No: **63**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

It is agreed that Items 1 and 2 of Endorsement No. 58 are amended to read:

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$98,306.00**
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: **\$74,038.00**

**RETURN PREMIUM: \$3,714.00**

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being a part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. S. Huston*  
John L. Huston, Senior Vice President, Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0119

Issued to: Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf  
States Utilities, Inc.

Date of Issue: November 18, 1996

For the subscribing companies

By

*J. S. Huston*

Endorsement No: 64

Countersigned by \_\_\_\_\_




NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** it is agreed that the Advance Premium due the companies for the period designated above is: **\$17,903.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$14,321.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

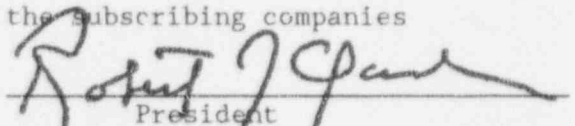
To form a part of Certificate No. NW -0178

Issued to: Entergy Operations, Inc., Gulf States Utilities Company and Cajun  
ElectricPower Cooperative, Inc.

Date of Issue: January 26, 1996

For the subscribing companies

By

  
President

Endorsement No: 14

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6603  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119	70 & 60
	NW-178/MW-89	15 & 15
ANO	NF-210/MF-74	115 & 102
	NW-116/MW-47	18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Countersigned by \_\_\_\_\_ By William R. [Signature]  
Resident Louisiana Agent

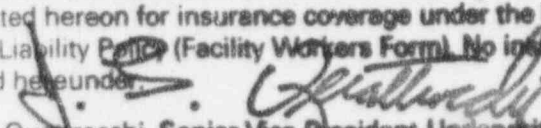
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$21,192.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$16,953.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

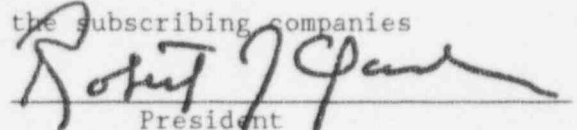
To form a part of Certificate No. **NW -0178**

Issued to: **Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf States Utilities, Inc.**

Date of Issue: **October 18, 1996**

For the subscribing companies

By

  
President

Endorsement No: **16**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$5,197.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$4,158.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1996**  
(12:01 A.M. Standard Time)

To form a part of Certificate No. **MW -0089**

Issued to: **Entergy Operations, Inc., Gulf States Utilities Company and Cajun  
ElectricPower Cooperative, Inc.**

Date of Issue: **January 26, 1996**

For the subscribing companies

By

Endorsement No: **14**

Countersigned by \_\_\_\_\_

Marsh & McLennan Nuclear  
500 West Monroe  
Chicago, Illinois 60661  
Telephone 312 627 6604  
Telefax 312 627 6172

November 26, 1996

MARSH &  
MCLENNAN

Mr. Ira Dinitz  
Insurance & Indemnity Policy Analyst  
U. S. Nuclear Regulatory Commission  
Mail Stop 12E4  
Washington, D.C. 20555

RE: ENTERGY SERVICES, INC.  
NUCLEAR LIABILITY INSURANCE

Dear Mr. Dinitz:

On behalf of the captioned client, enclosed are two certified copies of the following endorsements.

<u>Facility</u>	<u>Policy</u>	<u>Endorsement</u>
River Bend	NF-286/MF-119 NW-178/MW-89	70 & 60 15 & 15
ANO	NF-210/MF-74 NW-116/MW-47	115 & 102 18 & 18

Please contact me if you have any questions.

Very truly yours,

Norine Cygan  
Executive Secretary

Enclosures

c: J. Ensley - Entergy w/enc.

AMENDATORY ENDORSEMENT

Address: c/o Entergy Services, Inc.  
Risk Management Department  
P. O. Box 61000  
New Orleans, LA 70161

Resident Louisiana Agent



NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$1,908.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$1,526.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0089

Issued to: Entergy Operations, Inc., Entergy Gulf States, Inc., and Gulf  
StatesUtilities, Inc.

Date of Issue: October 18, 1996

For the subscribing companies

By *J. S. Quattrocchi*

Endorsement No: 16

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-0100

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

- (i) Nuclear Energy Liability Insurance Association's Policy NF- 0286
- (ii) Mutual Atomic Energy Liability Underwriter's Policy MF- 0119

(2) Master Worker Policies (Facility Worker Form)

- (i) Nuclear Energy Liability Insurance Association's Master Worker Policy NMWP-1 \$183,480,000
- (ii) Mutual Atomic Energy Liability Underwriter's Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$72,726,885.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

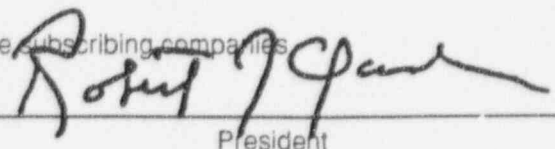
January 1, 1997  
(12:01 A.M. Standard Time)  
ATROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Issued to: Entergy Operations, Inc., Gulf States Utilities Company and Cajun Electric Power Cooperative, Inc.

Date of Issue: October 1, 1996

For the subscribing companies

By

  
President

Endorsement No:

22

Countersigned by \_\_\_\_\_

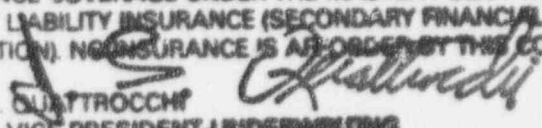
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: \$6,881.00

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AN ORDER BY THIS COPY.

  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

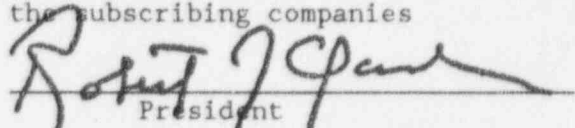
To form a part of Certificate No. N -0100

Issued to: Entergy Operations, Inc., Gulf States Utilities Company and Cajun  
ElectricPower Cooperative, Inc.

Date of Issue: September 6, 1996

For the subscribing companies

By

  
President

Endorsement No: 23

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-0100

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0286

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0119

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$6,548,115.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

JOHN L. QUATTROCCHI  
January 1, 1997  
SENIOR VICE PRESIDENT-UNDERWRITING  
(12:01 A.M. Standard Time)  
MUTUAL ATOMIC ENERGY UNDERWRITERS

To form a part of Certificate No. M -0100

Issued to: Entergy Operations, Inc., Gulf States Utilities Company and Cajun Electric Power Cooperative, Inc.

Date of Issue: October 1, 1996

For the subscribing companies

By



Endorsement No:

22

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$619.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Quattrocchi*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Certificate No. **M -0100**

Issued to: **Entergy Operations, Inc., Gulf States Utilities Company and Cajun ElectricPower Cooperative, Inc.**

Date of Issue: **September 6, 1996**

For the subscribing companies

By

*J. S. Quattrocchi*

Endorsement No: **23**

Countersigned by \_\_\_\_\_

# NUCLEAR ENERGY LIABILITY INSURANCE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

## CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT CALENDAR YEAR 1996

1. It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public 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, property damage, environmental damage or evacuation of the public 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, 1996, or to the time of the termination or cancellation of the policy, if sooner.

Aetna Casualty & Surety Company	13.074094
Allstate Insurance Company	06.131750
American Home Assurance Company	00.735810
Cincinnati Insurance Company	01.141804
Continental Insurance Company	16.560521
Federal Insurance Company	05.491120
Fireman's Fund Insurance Company	01.743213
General Insurance Company of America	01.812941
Highlands Insurance Company	00.348643
ITT Hartford Fire Insurance Company	12.812612
Maryland Casualty Company	02.963461
Motors Insurance Corporation	00.435803
Royal Insurance Company of America	02.379485
St. Paul Fire & Marine Insurance Company	06.367956
State Farm Fire & Casualty Companies	00.871606
TIG Insurance	00.871606
Tokio Marine & Fire Insurance Company, LTD	00.522964
Travelers Indemnity Company of CT	13.662864
Universal Underwriters Insurance Company	00.174321
U.S. Fidelity & Guaranty Company	10.459276
Zurich Insurance Company	<u>01.438150</u>
Total	100.000000
	NE-96

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated herein. No insurance is afforded hereunder.

*J. S. Ostrach*  
John L. Ostrach, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement

**January 1, 1996**  
12:01 A.M. Standard Time

To form a part of Policy No. **NF -0263**

Issued to

**Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue

**April 5, 1996**

For the subscribing companies

By

*Robert J. Gann*  
President  
*J. M. Kudo*

Endorsement No.

**82**

Countersigned by

# NUCLEAR ENERGY LIABILITY INSURANCE

## NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

### AMENDATORY ENDORSEMENT

It is understood and agreed that this policy is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds. Except with respect to compliance with the obligations imposed upon the Insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of the policy, any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3.
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this policy is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this policy applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to (1) insurance issued by Mutual Atomic Energy Liability Underwriters which is concurrent with insurance afforded by this policy, or (2) to other nuclear energy liability policies issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters which also apply to the loss.
  - c. If the companies cancel this policy, such cancellation shall be effective as to the above Additional Insureds by mailing or delivering written notice at least 30 days before the effective date of such cancellation to:
    - (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;



This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy Form as the  
designated person. No payment is attached hereto.

*[Handwritten signature]*  
J. S. [unclear]

- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
- (3) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
- (4) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;
- (5) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;
- (6) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;
- (7) Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;
- (8) First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and
- (9) First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

- d. If the companies reduce the limit of the companies' liability indicated in Item 4 of the Declarations by 10% or more for a reason other than payment of losses and expenses, or the companies eliminate any coverage in effect at policy issuance or any anniversary date of this policy, the companies will mail or deliver written notice of such reduction or elimination within 30 days before the effective date of such reduction or elimination to the parties set forth in paragraph 2.c. above.

Effective Date of  
this Endorsement:

September 26, 1995  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0263

Issued to:

Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue:

May 31, 1996

For the subscribing companies

By

*[Handwritten signature]*  
President

Endorsement No:

83

Countersigned by

*[Handwritten signature]*

**NUCLEAR ENERGY LIABILITY INSURANCE**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**

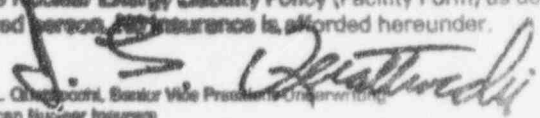
INCREASE OF LIMIT OF LIABILITY ENDORSEMENT  
(After Prior Increase)

It is agreed that:

1. The limit of the companies' 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 \$183,480,000; but in the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of those limits of liability including the limit of liability as amended by this endorsement is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
2. The increase in the limit of liability provided by this endorsement applies only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
3. 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s): 17 and 38

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. All insurance is afforded hereunder.

  
John L. Chappo, Senior Vice President, Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **NF -0263**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **November 1, 1996**

For the subscribing companies

By 

President

Endorsement No:

**84**

Countersigned by 

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$155,000,000" stated in Condition 4 of this policy is amended to read "\$183,480,000".

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurer

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

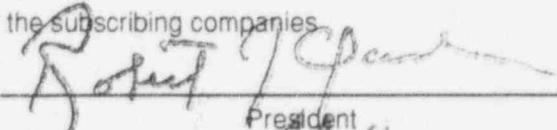
To form a part of Policy No. **NF -0263**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **November 1, 1996**

For the subscribing companies

By

  
President

Endorsement No:

**85**

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$543,611.00**
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: **\$410,392.00**

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

*J. S. G. [Signature]*  
John L. Guzman, A. Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. NF -0263

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: October 29, 1996

For the subscribing companies

By

*[Signature]*  
President

Endorsement No: 86

Countersigned by *[Signature]*

# NUCLEAR ENERGY LIABILITY INSURANCE

## MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

### AMENDATORY ENDORSEMENT

It is understood and agreed that this policy is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds. Except with respect to compliance with the obligations imposed upon the Insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of the policy, any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3.
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this policy is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this policy applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to (1) insurance issued by Nuclear Energy Liability Insurance Association which is concurrent with insurance afforded by this policy, or (2) to other nuclear energy liability policies issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters which also apply to the loss.
  - c. If the companies cancel this policy, such cancellation shall be effective as to the above Additional Insureds by mailing or delivering written notice at least 30 days before the effective date of such cancellation to:
    - (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Form) as de-  
signated herein. No insurance is effected hereunder.

John L. Quattrocchi  
American Nuclear Insurance Company

- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
- (3) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
- (4) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;
- (5) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;
- (6) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;
- (7) Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;
- (8) First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and
- (9) First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

- d. If the companies reduce the limit of the companies' liability indicated in Item 4 of the Declarations by 10% or more for a reason other than payment of losses and expenses, or the companies eliminate any coverage in effect at policy issuance or any anniversary date of this policy, the companies will mail or deliver written notice of such reduction or elimination within 30 days before the effective date of such reduction or elimination to the parties set forth in paragraph 2.c. above.

Effective Date of  
this Endorsement:

September 26, 1995  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0117

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: May 31, 1996

For the subscribing companies

By

*[Signature]*  
*[Signature]*

Endorsement No:

68

Countersigned by



**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

**REDUCTION OF LIMIT OF LIABILITY ENDORSEMENT**  
(After Prior Increase)

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations of the policy and the limits of liability stated in the Increase of Limit of Liability Endorsement(s) listed below apply only with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during their respective effective periods, by the nuclear energy hazard and (b) which is discovered, and for which written claim is made against the insured, not later than December 31, 2006.
2. The limit of liability stated in Item 4 of the declarations of the policy as amended by the Increase of Limit of Liability Endorsement(s) listed below is further amended to read \$16,520,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury, property damage, environmental damage or evacuation of the public (a) caused, during the effective period of the policy, by the nuclear energy hazard and (b) to which the limits of liability stated in the policy do not apply under the terms of paragraph 1 above; provided, however, that if written claim is made against the insured later than December 31, 2006 for bodily injury, property damage, environmental damage or evacuation of the public caused during a period when a limit of liability lower than that stated in this paragraph 2 was in effect, then such lower limit of liability shall apply to such claim.
3. In the event that any payments have heretofore been made by the companies for loss or expense covered by the policy, each of the limits of liability including the amended limit of liability stated in paragraph 2 above is reduced in accordance with Condition 3 of the policy by the total amount of those payments, except to the extent that any such reduced limit of liability may have been previously restored in accordance with a Restoration of Limit of Liability Endorsement.
4. The original limit of liability stated in Item 4 of the declarations of the policy, 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 2 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury, property damage, environmental damage or evacuation of the public out of which such loss or expense arises.

Previous Increase of Limit of Liability Endorsement(s)  
Endorsement No.(s) 25

This is to certify that this is a true copy of the original  
Endorsement having the endorsement number and being made part  
of the Nuclear Energy Liability Policy (Facility Form) as des-  
ignated hereon. No insurance is afforded hereunder.

John L. Quattroocchi, Senior Vice President-Underwriting  
American Nuclear Insurance

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0117

Issued to:

**Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue:

**November 1, 1996**

For the subscribing companies

By

Countersigned by

Endorsement No:

**69**



NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4

It is agreed that with respect to bodily injury, property damage, environmental damage or evacuation of the public caused after the effective date of this endorsement by the nuclear energy hazard, the figure "\$45,000,000" stated in Condition 4 of this policy is amended to read "\$16,520,000".

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.

*J. E. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement:

**January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Policy No. **MF -0117**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **November 1, 1996**

For the subscribing companies

By

*J. E. Quattrocchi*  
*D. Buddick*

Endorsement No:

**70**

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1967

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$48,945.00**
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: **\$36,950.00**

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.

*J. S. Gualtieri*  
John L. Gualtieri, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Policy No. MF -0117

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: October 29, 1996

For the subscribing companies

By

Endorsement No: 71

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$17,903.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$14,321.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1996**  
(12:01 A.M. Standard Time)

To form a part of Certificate No. **NW -0158**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **January 26, 1996**

For the subscribing companies

By

*Robert J. Gann*  
President

Endorsement No: **21**

Countersigned by

*J. B. Buddle*

# NUCLEAR ENERGY LIABILITY INSURANCE

## NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

### AMENDATORY ENDORSEMENT

It is understood and agreed that this Certificate is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds with respect to their interest under this Certificate. Except with respect to compliance with the obligations imposed on the Insureds by provisions of the Master Worker Policy of which this Certificate forms a part, entitled, "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION", and "SUIT", any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3.
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this Certificate is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this Certificate applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to insurance issued by Mutual Atomic Energy Liability Underwriters which is concurrent with insurance afforded by this Certificate
  - c. Except with respect to the provisions of Section XI, "INSPECTION AND SUSPENSION" of the Nuclear Energy Liability Policy (Facility Worker Form) of which this Certificate forms a part, the companies will provide 30 days written notice prior to the effective date of the companies' cancellation of the Certificate, reduction in the Policy Aggregate limit other than by payment of damages and claim cost, or substantial reduction of the coverage which was in effect at Certificate issuance or anniversary date to:

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

John L. O'Grady, Senior Vice President  
American Nuclear Insurance

- (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;
- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
- (3) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
- (4) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;  
First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;  
First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;  
Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;  
First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and  
First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

Effective Date of  
this Endorsement:

September 26, 1995  
12:01 A.M. Standard Time

To form a part of Certificate No. NW -0158

Issued to:

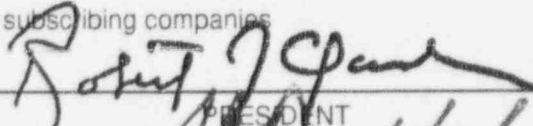
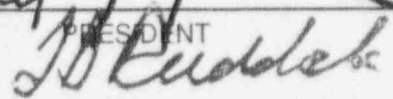
Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue:

May 31, 1996

For the subscribing companies

By

  
PRESIDENT  


Endorsement No:

22

Countersigned by

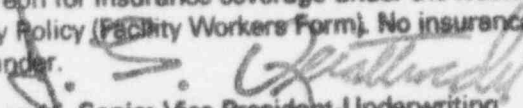
NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$21,192.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$16,953.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

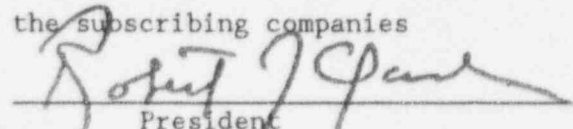
To form a part of Certificate No. **NW -0158**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **September 23, 1996**

For the subscribing companies

By

  
President

Endorsement No: **23**

Countersigned by \_\_\_\_\_

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1996

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$5,197.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$4,158.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

*J. S. Quattrocchi*  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1996  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0087

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: January 26, 1996

For the subscribing companies

By

Endorsement No: 21

Countersigned by



# NUCLEAR ENERGY LIABILITY INSURANCE

## MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

### AMENDATORY ENDORSEMENT

It is understood and agreed that this Certificate is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds with respect to their interest under this Certificate. Except with respect to compliance with the obligations imposed on the Insureds by provisions of the Master Worker Policy of which this Certificate forms a part, entitled, "INSURED'S DUTIES IN CASE OF CLAIMS OR SUITS", "SUBROGATION", and "SUIT", any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3.
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this Certificate is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this Certificate applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to insurance issued by Nuclear Energy Liability Insurance Association which is concurrent with insurance afforded by this Certificate
  - c. Except with respect to the provisions of Section XI, "INSPECTION AND SUSPENSION" of the Nuclear Energy Liability Policy (Facility Worker Form) of which this Certificate forms a part, the companies will provide 30 days written notice prior to the effective date of the companies' cancellation of the Certificate, reduction in the Policy Aggregate limit other than by payment of damages and claim cost, or substantial reduction of the coverage which was in effect at Certificate issuance or anniversary date to:

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

- (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;
- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
- ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
- First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;
- First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;
- First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;
- Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;
- (8) First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and
- (9) First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

Effective Date of  
this Endorsement:

September 26, 1995  
12:01 A.M. Standard Time

To form a part of Certificate No. MW -0087

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: May 31, 1996

For the subscribing companies

By

*J. E. Gustafson*  
*J. E. Gustafson*

Endorsement No:

22

Countersigned by

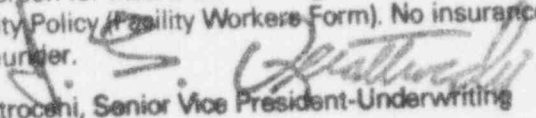
NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$1,908.00**
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 Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$1,526.00**

This is to certify that this is a true copy of the original endorsement having the endorsement number and being made part of the Certificate of Insurance bearing the number designated hereon for insurance coverage under the Nuclear Energy Liability Policy (Facility Workers Form). No insurance is afforded hereunder.

  
John L. Quattrocchi, Senior Vice President-Underwriting  
American Nuclear Insurers

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW -0087

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: September 23, 1996

For the subscribing companies

By 

Endorsement No: 23

Countersigned by \_\_\_\_\_

# NUCLEAR ENERGY LIABILITY INSURANCE

## NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

### AMENDATORY ENDORSEMENT

It is understood and agreed that this Certificate is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds. Except with respect to compliance with the obligations imposed upon the Insured by Conditions 8, 9, 10 and 11 of Master Policy No. 1, any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3.
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this policy is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this Certificate applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to (1) insurance issued by Mutual Atomic Energy Liability Underwriters which is concurrent with insurance afforded by this policy, or (2) to other nuclear energy liability Certificates issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters which also apply to the loss.
  - c. If the companies cancel this Certificate, such cancellation shall be effective as to the above Additional Insureds by mailing or delivering written notice at least 30 days before the effective date of such cancellation to:
    - (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN E. LOUACH  
SENIOR VICE PRESIDENT  
AMERICAN NUCLEAR INSURANCE

- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
  - (3) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
  - (4) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;
  - (5) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;
  - (6) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;
  - (7) Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;
- First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and
- First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

If the companies reduce the limit of the companies' liability indicated in Item 4 of the Declarations by 10% or more for a reason other than payment of losses and expenses, or the companies eliminate any coverage in effect at policy issuance or any anniversary date of this Certificate, the companies will mail or deliver written notice of such reduction or elimination within 30 days before the effective date of such reduction or elimination to the parties set forth in paragraph 2.c. above.

Effective Date of  
this Endorsement:

September 26, 1995  
12:01 A.M. Standard Time

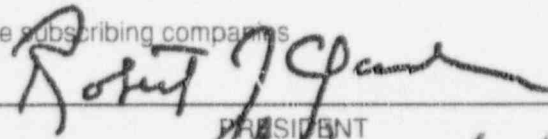
To form a part of Certificate No. N -0086

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: May 31, 1996

For the subscribing companies

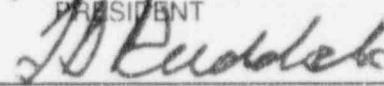
By

  
PRESIDENT

Endorsement No:

26

Countersigned by



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N -0086  
Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0263

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0117

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$72,726,885.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

Effective Date of  
this Endorsement:

January 1, 1997  
(12:01 A.M. Standard Time)  
TROCCHI  
PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

To form a part of Certificate No. N -0086

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

*Robert J. Gaudin*  
President

Endorsement No:

27

Countersigned by

*W. K. H. H. H. H.*



NUCLEAR ENERGY LIABILITY INSURANCE  
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$6,881.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Cristoforetti*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of  
this Endorsement: January 1, 1997  
(12:01 A.M. Standard Time)

To form a part of Certificate No. N -0086

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: September 6, 1996

For the subscribing companies

By

*Rory J. Gann*  
President

Endorsement No: 28

Countersigned by

*J. D. Buddick*



**NUCLEAR ENERGY LIABILITY INSURANCE**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

AMENDATORY ENDORSEMENT

It is understood and agreed that this Certificate is hereby amended as indicated below, all to be effective September 26, 1995.

1. The parties listed herein and their respective successors, assignees, and transferees are named as Additional Insureds. Except with respect to compliance with the obligations imposed upon the Insured by Conditions 8, 9, 10 and 11 of Master Policy No. 1, any obligation imposed upon the Named Insureds (including, without limitation, the liability to pay premiums) shall be the sole obligation of such Named Insureds and not that of any Additional Insured named hereunder.
  - a. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 1;
  - b. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 2;
  - c. ESSL 2, Inc. as Owner Participant, as its interest may appear, in Trust Agreement No. 3;
  - d. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 1;
  - e. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 2; and
  - f. First National Bank of Commerce in its individual capacity and in its capacity as Owner Trustee under Trust Agreement No. 3
2. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the Waterford Steam Electric Generating Station Unit 3 reactor, this Certificate is further amended as follows:
  - a. It is acknowledged that the Named Insureds have waived their right of recovery against the above Additional Insureds for loss to which this Certificate applies.
  - b. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph 2.b. does not apply to (1) insurance issued by Nuclear Energy Liability Insurance Association which is concurrent with insurance afforded by this policy, or (2) to other nuclear energy liability Certificates issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters which also apply to the loss.
  - c. If the companies cancel this Certificate, such cancellation shall be effective as to the above Additional Insureds by mailing or delivering written notice at least 30 days before the effective date of such cancellation to:
    - (1) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 1;

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN J. MATTHEWS  
SENIOR VICE PRESIDENT-AMERICAN  
AMERICAN NUCLEAR INSURANCE

- (2) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 2;
- (3) ESSL 2, Inc., c/o Citicorp North America, Inc., 399 Park Avenue, Corporate Finance Dept., 6th Floor, Zone 3, New York, New York 10043, as Owner Participant under Trust Agreement No. 3;
- (4) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 1;
- (5) First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 2;
- First National Bank of Commerce, Attention: Corporate Trust Department, 210 Baronne Street, New Orleans, Louisiana 70112, in its individual capacity and in its capacity as Owner Trustee under the Trust Agreement No. 3;
- Bankers Trust Company, Attention: Public Utilities Department, 4 Albany Street, New York, New York 10015, as Corporate Indenture Trustee under Indenture No. 1;
- First Trust of California, National Association, Attention: Leo Lopes, 101 California Street, Suite 1150, San Francisco, California 94111, as Corporate Indenture Trustee under Indenture No. 2; and
- (9) First Trust New York, 100 Wall Street, Suite 1600, New York, New York 10005, as Corporate Indenture Trustee under Indenture No. 3.

- d. If the companies reduce the limit of the companies' liability indicated in Item 4 of the Declarations by 10% or more for a reason other than payment of losses and expenses, or the companies eliminate any coverage in effect at policy issuance or any anniversary date of this Certificate, the companies will mail or deliver written notice of such reduction or elimination within 30 days before the effective date of such reduction or elimination to the parties set forth in paragraph 2.c. above.

Effective Date of  
this Endorsement:

September 26, 1995  
12:01 A.M. Standard Time

To form a part of Certificate No. M -0086

Issued to:

Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue:

May 31, 1996

For the subscribing companies

By

*J. E. Matthews*

Endorsement No:

26

Countersigned by

*J. E. Matthews*  
*J. E. Matthews*

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-0086

Forming Part of Master Policy No. 1  
Nuclear Energy Liability Insurance  
(Secondary Financial Protection)

It is agreed that effective January 1, 1997:

I.) Item 4. (a) of the certificate is amended to read as follows:

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

(1) Facility Form Policies

(i) Nuclear Energy Liability Insurance Association's  
Policy NF- 0263

(ii) Mutual Atomic Energy Liability Underwriter's  
Policy MF- 0117

(2) Master Worker Policies (Facility Worker Form)

(i) Nuclear Energy Liability Insurance Association's  
Master Worker Policy NMWP-1 \$183,480,000

(ii) Mutual Atomic Energy Liability Underwriter's  
Master Worker Policy MMWP-1 \$ 16,520,000

II.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$6,548,115.

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL  
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR  
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR  
ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL  
PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. QUATTROCCHI®

SENIOR VICE PRESIDENT-UNDERWRITING

January 1, 1997  
(12:01 A.M. Standard Time)

Effective Date of  
this Endorsement:

Issued to: Entergy Operations, Inc. and Louisiana Power & Light Company

Date of Issue: October 1, 1996

For the subscribing companies

By

Endorsement No:

27

Countersigned by

NUCLEAR ENERGY LIABILITY INSURANCE  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1997

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$619.00**

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

*J. S. Quattrocchi*  
JOHN L. QUATTROCCHI  
SENIOR VICE PRESIDENT-UNDERWRITING  
AMERICAN NUCLEAR INSURERS

Effective Date of

this Endorsement: **January 1, 1997**  
(12:01 A.M. Standard Time)

To form a part of Certificate No. **M -0086**

Issued to: **Entergy Operations, Inc. and Louisiana Power & Light Company**

Date of Issue: **September 6, 1996**

For the subscribing companies

By

Countersigned by

Endorsement No: **28**