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April 12, 2001

Re: Indian Point Unit No. 1 & 2
Docket Nos. 50-003 and 50-247
NL-01-041

Document Control Desk
US Nuclear Regulatory Commission
Mail Station P1-137
Washington, DC 20555-0001

Subject: Response to Request for Additional Information – License
Transfer Application – Indian Point Nuclear Generating Unit
Nos. 1 and 2 (TAC Nos. MB0743 and MB0744)

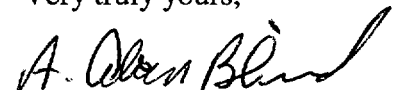
This letter and attachment provide a partial response of Consolidated Edison Company of New York, Inc. (Con Edison), Entergy Nuclear Indian Point 2, LLC (Entergy Nuclear IP2) and Entergy Nuclear Operations Inc. (ENO) to the NRC's request for additional information for the jointly filed license transfer application dated December 12, 2000.

The remaining response (RAI requests 2 through 6) will be provided by separate Entergy letter, to be dated April 16, 2001. Portions of the remaining responses are considered to contain information that is proprietary to Entergy. Accordingly, Entergy will provide an affidavit requesting that those proprietary portions of the responses be withheld from public disclosure.

There are no commitments made in this letter.

Should you or your staff have any concerns regarding this matter, please contact Mr. John McCann, Manager, Nuclear Safety & Licensing at the Indian Point Station (914) 734-5074 or Ms. Connie Wells, Manager, Business Development - Entergy Nuclear (914) 272-3206.

Very truly yours,



Attachments

A001

C: Mr. Hubert J. Miller
Regional Administrator-Region I
US Nuclear Regulatory Commission
475 Allendale Road
King of Prussia, PA 19406

Mr. Pat Milano, Project Manager
Project Directorate I
Division of Licensing Project Management
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Mail Stop 8C4
Washington, DC 20555

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Division of Reactor Program Management
US Nuclear Regulatory Commission
Mail Stop 10D-4
Washington, DC 20555

Senior Resident Inspector
US Nuclear Regulatory Commission
PO Box 38
Buchanan, NY 10511

Ms. Connie Wells
Manager, Business Development
Entergy Nuclear Operations, Inc.
440 Hamilton Ave.
White Plains, NY 10601

ATTACHMENT

Response to Request for Additional Information Regarding Indian Point Nuclear
Generating Station Unit Nos. 1 and 2
Joint License Transfer Application (TAC NOS. MB0743 and MB0744)
By and for:

Entergy Nuclear Indian Point 2, LLC,
Entergy Nuclear Operations, Inc., and
Consolidated Edison Company of New York, Inc.
Indian Point Unit Nos. 1 and 2
Docket Nos. 50-003 and 50-247
April 2001

Request 1)

"On page 2 of the December 12, 2000, application and on page 7, Item number 2, a power purchase agreement that Entergy Nuclear IP2 had signed with Con Edison was referenced; however, there was no exhibit or enclosure containing this agreement. Provide a copy of this power purchase agreement."

Response1)

Exhibit 1, attached herewith, provides a signed copy of the Power Purchase Agreement.

EXHIBIT 1

Power Purchase Agreement

Entered into by:
Entergy Nuclear Indian Point 2, LLC
and
Consolidated Edison Company of New York, Inc.

dated November 9, 2000

POWER PURCHASE AGREEMENT

This Power Purchase Agreement dated November 9, 2000, ("Agreement") is entered into between ENTERGY NUCLEAR INDIAN POINT 2, LLC ("Seller"), a Delaware limited liability company having its principal place of business at 440 Hamilton Avenue, White Plains, New York 10601 and CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. ("Buyer"), a New York corporation having its principal place of business at 4 Irving Place, New York, New York 10003.

WITNESSETH:

WHEREAS, Seller and Buyer are entering into the Generating Plant and Gas Turbine Asset Purchase And Sale Agreement For Indian Point Generating Station Units 1 and 2 And Gas Turbine Units 1, 2 And 3 And Toddville Training Center Located At Village Of Buchanan And/Or The Town Of Cortland Westchester County, New York" (the "Asset Sale Agreement"), dated as of even date herewith, for the sale of certain of Buyer's generating assets;

WHEREAS, by the closing of the transactions contemplated by the Asset Sale Agreement, Seller will be authorized by the Federal Energy Regulatory Commission to make wholesale sales of electric power upon negotiated terms and conditions (such authorization being referred to as "Seller's FERC Market Based Rate Authorization");

WHEREAS, Buyer desires to receive and purchase and Seller desires to deliver and sell Unit Firm Energy (as defined below) in accordance with the terms and conditions of this Agreement;

WHEREAS, this Agreement is an "Ancillary Agreement", as defined in the Asset Sale Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings and subject to the terms and conditions set forth herein, it is agreed as follows:

1. DEFINITIONS

As used in this Agreement, all capitalized terms shall have the meanings ascribed to them in the Asset Sale Agreement unless otherwise defined in this Agreement and the following terms shall have the following meanings:

a. "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

b. "Applicable Monthly Price" means the purchase price, expressed in \$/MWh, that Buyer shall pay Seller for the Unit Firm Energy scheduled and delivered to the Delivery Point pursuant to the terms of this Agreement. The Applicable Monthly Price for each month during the term of this Agreement shall be \$46.80 per MWh in the months of June, July and August and \$36.40 per MWh in all other months of the year.

c. "Business Day" shall mean any day other than Saturday, Sunday or a day on which banking institutions in the State of New York are authorized by law or other governmental authority to close.

d. "Buyer's Cover Costs" means the positive difference, if any, between (i) the price at which Buyer is able, acting in a commercially reasonable manner, to obtain replacement energy for Unit Firm Energy (A) committed herein to Buyer and/or (B) included in Seller's Schedule of Deliveries, and (ii) the price that otherwise would be paid by Buyer for such Unit Firm Energy pursuant to this Agreement, plus any third party (including NYISO) transmission charges, congestion costs, transmission usage charges, ancillary services charges, regulation charges, demand or reservation charges and other NYISO-imposed charges (x) incurred by Buyer with respect to Buyer's purchase of replacement energy and (y) which Buyer would not have incurred if Seller had delivered Unit Firm Energy at the Delivery Point. Buyer shall be deemed to be acting in a commercially reasonable manner if it purchases replacement energy from the NYISO day-ahead or real time market. In the event that the amount of Unit Firm Energy delivered to the Delivery Point in any hour exceeds Seller's Schedule of Deliveries, "Buyer's Cover Costs" shall include any costs incurred by Buyer as a result of such excess deliveries (including regulation charges and any other NYISO imposed charges for such excess deliveries), but only to the extent that Buyer would not have incurred such costs if Seller had not made such excess deliveries.

e. "Capacity" means the capability to generate or transmit electrical power, measured in MW.

f. "Closing" shall have the meaning specified in the Asset Sale Agreement.

g. "Delivery Point" shall mean the north ring bus between breakers 7 and 9 located at Buyer's Buchanan 345 kV Substation.

h. "Facility" shall mean the Indian Point 2 Generating Station Unit 2, exclusive of the Gas Turbine Units 1,2 and 3.

i. "FERC" shall mean the Federal Energy Regulatory Commission or any successor entity.

j. "Installed Capacity" shall mean the amount of Capacity from the Facility that complies with the requirements of the NYISO and of the New York State Reliability Council (the "Reliability Rules") and is capable of supplying and/or reducing the demand for energy in the New York Control Area (as defined by the NYISO) for the purpose of ensuring that sufficient energy and Capacity are available to meet the Reliability Rules.

k. "MWh" shall mean megawatt hour.

l. "NYISO" shall mean the New York Independent System Operator or any successor entity.

m. "Party" shall mean Buyer on the one hand and Seller on the other hand and their respective successors or permitted assignees or transferees.

n. "Schedule Closing Time" shall mean the deadline for submitting Day-Ahead Schedules to the NYISO under the NYISO's applicable rules and procedures as may be amended from time to time. Such deadline is currently 5 AM one (1) day in advance of the applicable delivery day.

o. "Seller's Cover Costs" shall mean the positive difference, if any, between (i) the price that would be otherwise paid by Buyer pursuant to this Agreement for Unit Firm Energy delivered by Seller at the Delivery Point which Buyer has failed to accept and purchase when tendered for delivery by Seller in accordance with the terms hereof and (ii) the price at which Seller is or would be able, acting in a commercially reasonable manner, to contemporaneously sell such Unit Firm Energy at the Delivery Point in the NYISO's real-time or day-ahead markets.

p. "Transmission Usage Charges" ("TUCs") shall have the same meaning ascribed to it in the NYISO's Open Access Transmission Tariff, as it may be amended from time to time.

q. "Unit Firm Energy" shall mean all of the electric energy, in the form of 3-phase, 60 Hz, alternating current and measured in MWh, generated at the Facility, excluding (i) auxiliary power consumed by the Facility and (ii) up to 45 MW of station use energy provided to Indian Point Generating Units Nos. 1 and 3 (if owned by Buyer or its Affiliate) when such station use energy is needed by such units (such as when such units are out-of-service, shut-down, de-rated or during start-up), adjusted for transformer losses between the Facility and the Delivery Point. Unit Firm Energy shall not include Installed Capacity.

r. "Unplanned Shutdown of the Facility" shall mean the opening of a disconnecting device located in the Substation or the Generating Facilities (as such terms are defined in the Asset Sale Agreement), such as a circuit breaker, which could not have been reasonably anticipated by Seller when Seller's Schedule of Deliveries was submitted to the NYISO.

2. PURCHASE AND SALE

A. Sale and Delivery of Energy

1. It is a condition precedent to the obligations of the Parties under this Agreement that the Closing shall have occurred.

2. During the term of the Agreement, Seller shall sell and Buyer shall purchase the Unit Firm Energy. The Unit Firm Energy shall be delivered by Seller to Buyer and accepted by Buyer at the Delivery Point at the appropriate bulk power system voltage.

3. The amounts payable by Buyer with respect to a particular month to Seller shall be calculated monthly and shall be equal to the product of (a) the amount of Unit Firm Energy delivered by Seller at the Delivery Point during such month, and (b) the Applicable Monthly Price.

4. During the term of this Agreement, Seller is prohibited from selling to a third party (or otherwise diverting) any portion of the Unit Firm Energy committed to

Buyer hereunder, except that Seller may sell to a third party (including the NYISO) or otherwise divert Unit Firm Energy in excess of the amount of Unit Firm Energy included in Seller's Schedule of Deliveries ("Excess Energy") which Buyer is not obligated to purchase from Seller pursuant to Section 2(B)(4) below.

5. In the event that the Facility is not operating for any reason, Seller shall not be obligated to deliver or sell Unit Firm Energy or procure any other energy for delivery or sale to Buyer, and Buyer shall not be obligated to accept, purchase or pay for Unit Firm Energy or any other energy procured by Seller.

6. Seller shall use its commercially reasonable efforts to schedule maintenance or other outages of the Facility during months other than May through September, inclusive.

B. Scheduling and Coordination of Operations with the NYISO

1. Buyer shall schedule the delivery of the Unit Firm Energy with the NYISO, and Seller shall confirm such delivery to the NYISO, in each case as required by the NYISO. Seller shall provide Buyer with an hourly schedule of deliveries of Unit Firm Energy at the Delivery Point for each day at least three (3) hours prior to the Schedule Closing Time ("Seller's Schedule of Deliveries") to enable Buyer to enter and schedule such deliveries in the NYISO's Market Information System (MIS) prior to the Schedule Closing Time. Buyer shall use reasonable efforts to incorporate into the schedule entered into the MIS any changes to Seller's Schedule of Deliveries that could not have been reasonably anticipated by Seller at the time of Seller's initial submission to Buyer of Seller's Schedule of Deliveries, provided that such changes are provided by Seller to Buyer at least one (1) hour prior to the Schedule Closing Time. Seller and Buyer shall use commercially reasonable efforts to incorporate changes to Seller's Schedule of Deliveries until the Schedule Closing Time. All such changes that are entered by Buyer into the MIS and confirmed by Seller shall be deemed to be included in the Seller's Schedule of Deliveries. Seller shall also provide Buyer with a non-binding advisory of the hourly schedule of deliveries of Unit Firm Energy at the Delivery Point at least thirteen (13) hours prior to the Schedule Closing Time. Buyer and Seller shall establish a protocol (the "Protocol") to further provide for the efficient and economic scheduling of such Unit Firm Energy. The Parties acknowledge and agree that the NYISO rules and regulations are subject to change at any time. The Protocol (and mutually satisfactory amendments thereto) may modify, amend or supersede the provisions of this Section 2(B) from time to time without requiring an amendment hereto.

2. Buyer and Seller shall execute any service agreements necessary to enable them to transact and deliver energy in the NYISO control area.

3. Seller shall operate the Facility in accordance with Prudent Utility Practice (as defined in the Asset Sale Agreement). Seller shall not be obligated to operate the Facility in a manner which exceeds the standards of operation employed by Buyer prior to the Closing.

4. Buyer shall not be obligated to purchase and pay for any Excess Energy unless (i) the availability of such Excess Energy for delivery to Buyer could not have been reasonably anticipated by Seller when Seller's Schedule of Deliveries was

submitted to Buyer, (ii) such Excess Energy is at least 50 MWh per hour (in which event Buyer shall purchase the entire amount of such Excess Energy) and (iii) Buyer's schedule of such Excess Energy is accepted and credited to Buyer in the NYISO's hourly-ahead market. Buyer shall pay the Applicable Monthly Price for any Excess Energy purchased by Buyer pursuant to the preceding sentence.

5. Seller shall provide Buyer with copies of all maintenance schedules relating to the Facility, including all changes to such maintenance schedules, submitted by Seller to the NYISO. If Seller is not required to submit such schedules to the NYISO, Seller shall use its reasonable efforts to submit such schedules to Buyer as soon as practicable after they are known to Seller.

3. TERM

This Agreement shall become effective on the date hereof, but the obligations of the Parties hereunder shall commence on the Closing and shall continue through and including 11:59 PM on December 31, 2004. Neither Party shall have the option to terminate, extend or otherwise modify the term of this Agreement without the prior written consent of the other Party. All applicable provisions of this Agreement shall continue in effect thereafter to the extent necessary to provide for final billing and adjustments.

4. TRANSFER OF TITLE

Title to the Unit Firm Energy sold by Seller to Buyer hereunder and liability therefore shall transfer from Seller to Buyer at the Delivery Point. Seller shall be responsible for the provision of any transmission service or the payment of any TUCs, if any, associated with the delivery of Unit Firm Energy to the Delivery Point.

5. COVER COSTS

Unless performance is excused by a Force Majeure or Buyer's failure to perform its obligations hereunder, if Seller (i) fails to include any Unit Firm Energy in Seller's Schedule of Deliveries, (ii) fails to deliver to the Delivery Point in any hour any Unit Firm Energy included in Seller's Schedule of Deliveries unless such failure is due to an Unplanned Shutdown of the Facility that occurs after Seller's Schedule of Deliveries is due to be submitted to the NYISO, or (iii) delivers to the Delivery Point in any hour an amount of Unit Firm Energy in excess of Seller's Schedule of Deliveries which Buyer is not obligated to purchase pursuant to Section 2(B)(4), Seller shall be liable to Buyer for Buyer's Cover Costs. Unless excused by Force Majeure or Seller's failure to perform its obligations hereunder, if Buyer fails to accept Unit Firm Energy tendered for delivery as required by this Agreement, Buyer shall be liable to Seller for Seller's Cover Costs. Buyer's Cover Costs and Seller's Cover Cost shall be the respective sole and exclusive remedies of Buyer and Seller for a failure to schedule, deliver or accept Unit Firm Energy unless such failure is an Event of Default as defined in Section 6. Seller shall promptly notify Buyer of any Unplanned Shutdown of the Facility.

6. EVENTS OF DEFAULT

(a) **Definition of Event of Default.** An "Event of Default" shall mean, in relation to a Party (the "Defaulting Party"):

(i) failure by the Defaulting Party to pay when due any payment due to the other Party and such failure shall continue for three (3) Business Days following the receipt of written notice from the Party to the Defaulting Party specifying the overdue amount; or

(ii) failure by the Defaulting Party to perform any of its material obligations hereunder (other than as described in (i) above) and such failure is not excused by Force Majeure or failure by the non-Defaulting Party to perform its material obligations hereunder and continues for thirty (30) days after the Defaulting Party receives written notice from the non-Defaulting Party of such failure; provided, however, if a period in excess of thirty (30) days is required to cure such failure, the Defaulting Party shall have an additional amount of time, not to exceed 180 days, as may be necessary to cure such failure provided that the Defaulting Party uses reasonable diligence to remedy such failure;

(iii) an assignment or general arrangement by the Defaulting Party for the benefit of creditors, files a petition or otherwise commences any proceeding, in bankruptcy or under similar law, otherwise becomes bankrupt (however evidenced) or is unable to pay its debts as they fall due;

(iv) a sale to a third party, or other diversion, by the Defaulting Party of any portion of the Unit Firm Energy prohibited by Section 2(A)(4).

(b) Remedies Upon Event of Default.

(i) Subject to Section 6(a)(ii), upon the occurrence of an Event of Default, the non-Defaulting Party may resort to all remedies available at law or in equity, including (A) the termination of service; (B) specific enforcement of the provisions of this Agreement; and/or (C) the recovery of damages except to the extent such damages are waived or limited pursuant to this Agreement.

(ii) The Parties acknowledge that the Parties have entered into this Agreement as part of the transactions contemplated by the Asset Sale Agreement and are relying on the sale and purchase of the Unit Firm Energy and the payments due with respect thereto in determining the purchase price to be paid and the assumption of liabilities pursuant to the Asset Sale Agreement. Accordingly, in the event of an Event of Default under this Agreement, the non-Defaulting Party shall not be entitled to terminate this Agreement and instead the remedies shall be limited to claims for damages, specific performance or injunctive relief.

(iii) Subject to Section 5, Seller shall not be deemed in default or be liable for damages if the Facility is unavailable for any reason to generate Unit Firm Energy.

7. BILLING AND PAYMENT

(a) With respect to each calendar month ending after the Closing, (i) Seller shall, on or prior to the fifth Business Day of the next month, prepare and render an invoice to Buyer for Unit Firm Energy sold to Buyer in the preceding month, plus any Seller's Cover Costs due from Buyer to Seller for such prior month, and (ii) Buyer shall, on or prior to the fifth Business Day of the next month, prepare and render an invoice to Seller for Buyer's Cover Costs due from Seller to Buyer for such prior month. Each Party's

invoice shall include reasonable detail as necessary to enable the other Party to determine the basis for the charges for each month. The Parties shall provide such additional information as may be reasonably requested by the other Party for billing purposes or data verification. Invoices may be rendered on an estimated basis if and to the extent actual data is not available. Each invoice shall be subject to adjustment for any errors in arithmetic, computing, estimating or otherwise or changes in data received from the NYISO. Any such invoicing adjustments shall be included in subsequent invoices as promptly as practicable.

(b) The Parties agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting. All amounts owed by a Party to another Party during the monthly billing period under this Agreement shall be netted so that only the excess amount remaining due shall be paid by the Party who owes such excess amount. If no mutual debts or payment obligations exist for a particular billing period (i.e., only one Party owes a debt or obligation to the other Party for such period), the owing Party shall pay the other Party such sum in full when due.

(c) Payments for any month due hereunder, except amounts disputed in good faith pursuant to Section 9(e), shall be due and payable by wire transfer of immediately available funds per the Parties' written instructions on the later of (i) ten (10) days after receipt of an invoice covering such month or (ii) the twentieth (20th) day of the following month (the "Due Date"); provided that if the 20th day is not a Business Day, then the Due Date under clause (ii) shall be the first Business Day after such 20th day.

(d) Any amount remaining unpaid after the Due Date, or any other overpayment or underpayment by either Buyer or Seller, shall be subject to interest from the Due Date of the payment or refund to the day the payment or refund is received at an annual interest rate two percent higher than the prime commercial rate then currently in effect at the main office of Citibank, N.A., New York, New York, or its successor.

(e) A Party may in good faith challenge the correctness of any bill rendered under this Agreement provided such challenge is brought within 24 months after the date the bill was rendered. Any such challenge shall be in writing and state the specific basis of the challenge. Such a dispute shall not excuse payment of the undisputed portion of the bill. Upon resolution of the dispute, any payments due shall be paid with interest (as calculated pursuant to Section 9(d)) from the original Due Date.

8. ACCESS TO RECORDS

Each Party shall keep complete and accurate records, meter readings and memoranda of its operation under this Agreement and shall maintain such data for a period of at least 24 months from the date of the invoice based on such data as may be necessary for audits by the other Party. Each Party shall have the right during normal business hours to examine, inspect and copy the other's records, meter readings and memoranda for the purpose of ascertaining the reasonableness and accuracy of all relevant data (including imaged data), estimates, statements or charges submitted to it hereunder.

9. FORCE MAJEURE

"Force Majeure" means an event that (a) is not within the control of the Party relying thereon and (b) could not have been prevented or avoided by such Party through the exercise of reasonable diligence. Subject to the foregoing, Force Majeure includes, without limitation, floods, earthquakes, wars, civil disturbances or disobedience, strikes, actions or restraints by court order, governmental authority or arbitration award (so long as the Claiming Party (as defined below) has not sought and has opposed, to the extent reasonable, such actions or restraints). Force Majeure specifically excludes: (i) the loss of Buyer's markets or Buyer's inability to economically use or resell Unit Firm Energy purchased hereunder; and (ii) Seller's ability to sell Unit Firm Energy to a market at a price greater than the Applicable Monthly Price.

To the extent either Party is prevented by Force Majeure from performing any of its obligations under this Agreement and such Party (the "Claiming Party") provides notice and reasonable evidence of the existence of the Force Majeure to the other Party as soon as practicable, then, unless expressly specified otherwise herein, the Claiming Party shall be excused from performance of its obligations hereunder (other than the obligation to make payments then due or becoming due with respect to the performance prior to occurrence of the Force Majeure). The Claiming Party shall remedy the Force Majeure as reasonably as practicable. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

10. CONFLICTS

The Parties acknowledge and agree that this Agreement is an "Ancillary Agreement" as defined in the Asset Sale Agreement, and that this Agreement shall be subject to all terms and conditions applicable to Ancillary Agreements under the Asset Sale Agreement.

11. WAIVER

No delay or omission by any Party to exercise any right or power accruing upon a noncompliance or failure of performance by any other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants or conditions hereof to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant or condition contained in this Agreement.

12. GOVERNING LAW: VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of its conflicts of law provisions. The exclusive forum for all disputes arising out of the performance of this Agreement shall be in the State or Federal Courts located within the City of New York.

13. SEVERABILITY

If any provisions, or portion thereof, of this Agreement, or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of the provision or portion thereof, to any other person or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. UNDERSTANDING

This Agreement shall constitute the entire agreement between the Parties pertaining to the subject matter hereof and shall supersede any and all previous agreements or understandings pertaining to the subject matter.

15. NOT PARTNERS

Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render either Party liable for the debts or obligations of the other.

16. MODIFICATIONS

Subject to the last sentence of Section 2(B)(1), this Agreement may only be modified or amended upon the written agreement of both Parties.

17. SUCCESSORS AND ASSIGNS

This Agreement shall bind, and inure to the benefit of, the respective successors and permitted assigns of the Parties hereto, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other Party, except (i) in the case of Buyer, to an Affiliate of Buyer or a third party that has a contractual or statutory obligation to supply energy to Buyer's retail customers; provided that Buyer shall not be released from liability hereunder without Seller's prior written consent, and (ii) in the case of Seller, to an Affiliate of Seller or a third party in connection with the transfer of the Facility to such Affiliate or third party; provided the Seller shall not be released from liability hereunder without Buyer's prior written consent. No assignment or transfer of rights or obligations by either Party shall relieve it from the full liabilities and full responsibility provided for hereunder, unless and until the transferee or assignee shall agree in writing to assume such obligations and duties.

18. NOTICES

Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise specifically provided herein, be in writing and shall be deemed given (as of the time of delivery or, in the case of a telecopied communication, of confirmation), if delivered personally, telecopies (which are confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses and telecopying numbers.

Seller:

Entergy Nuclear Indian Point 2, LLC
440 Hamilton Avenue
White Plains, New York 10601
Attention: Chief Operating Officer
Telecopy No.: (914) 242-3406

With a copy to:

Entergy Power Marketing Corp.
10055 Grogan's Mill Road
Suite 500
The Woodlands, Texas 77380
Attention: Legal
Telecopy No.: (281) 297-3241

Buyer:

Consolidated Edison Company of New York, Inc.
4 Irving Place
Room 1310S
New York, New York 10003
Attention: Chief Engineer, Energy Management
Telecopy No.: (917) 534-4042

With a copy to:

Consolidated Edison Company of New York, Inc.
4 Irving Place
Room 1810S
New York, New York 10003
Attention: General Counsel
Telecopy No.: (212) 677-5850

Any Party may, at any time, change its address, telecopy number or addressee for the above number purposes by provided a notice stating the change and setting forth the new address, telecopy number or addressee.

19. HEADINGS

The section headings herein are for convenience and reference only, and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

20. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all the counterparts shall constitute one and the same instrument.

21. CONFIDENTIALITY

All information provided to by one Party to the other pursuant to this Agreement and not publicly available shall be maintained as confidential information by the receiving Party to the maximum extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

ENTERGY NUCLEAR INDIAN POINT 2, LLC

By: _____

Title: _____

CONSOLIDATED EDISON COMPANY OF NEW YORK,
INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

ENTERGY NUCLEAR INDIAN POINT 2, LLC

By: 

Title: Senior Vice President and Chief
Operating Officer

CONSOLIDATED EDISON COMPANY OF NEW
YORK, INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

ENTERGY NUCLEAR INDIAN POINT 2, LLC

By: _____

Title: _____

CONSOLIDATED EDISON COMPANY OF NEW
YORK, INC.

By:  _____

Title: Kevin Burke
President _____