EXHIBIT G

FORM OF OPINION FROM SELLER'S COUNSEL

[The opinions set forth in paragraphs (i), (ii), (iii) and (v) will be required with respect to the Sponsors as related to the Ancillary Agreements to which they are a party.]

(i) The Seller is a corporation duly incorporated and validly existing and in good standing under the laws of its state of incorporation and the Seller has the corporate power and authority to own, lease and operate its material assets and properties and to carry on its business as is now conducted, and to execute and deliver the Purchase and Sale Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated thereby. The execution and delivery of the Purchase and Sale Agreement and such Ancillary Agreements by the Seller and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action required on the part of the Seller.

(ii) Each of the Purchase and Sale Agreement and such Ancillary Agreements has been duly and validly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity);

(iii) Except as set forth in the Purchase and Sale Agreement, the execution, delivery and performance of the Purchase and Sale Agreement and each such Ancillary Agreement by the Seller does not, and the consummation of the transactions contemplated thereby will not, (A) conflict with or result in the breach or violation of any term or provision of or constitute a default under: (1) the articles of organization or bylaws of the Seller; (2) to such counsel's knowledge, any material indenture, mortgage, deed of trust, note agreement, contract or other instrument to which the Seller is a party and which is listed in Annex A attached hereto; or (3) to such counsel's knowledge, any order, writ, injunction or decree of any court or other Governmental Authority binding on the Seller, or (B) to such counsel's knowledge, conflict with or result in the breach or violation of any term or provision of any federal or State of Vermont law, rule or regulation;

(iv) The Bill of Sale, the deeds, the Assignment and Assumption Agreement and other transfer instruments listed on Exhibit A to this opinion are in proper form and to transfer to the Buyer all of the Seller's right, title and interest in and to the Acquired Assets which may be transferred thereby, except that no opinion is expressed as to title to the Acquired Assets.

(v) No consent or approval of, filing with, or notice to, any federal or state Governmental Authority is necessary on the part of the Seller for the execution and delivery of the Purchase and Sale Agreement by the Seller or the consummation by the Seller of the

transactions contemplated thereby, other than (i) the Sellers' Required Regulatory Approvals set forth in Schedule 4.3(b) of the Purchase and Sale Agreement, which have been duly obtained, effected or given, and (ii) such consents, approvals, filings or notices which become applicable to the Acquired Assets solely as a result of the specific regulatory status of Buyer (or any of its Affiliates) or as a result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged after the Closing Date; and

(vi) All waiting periods or extensions thereof provided for in Section 7A of the Clayton Act with respect to the transactions contemplated by the Purchase and Sale Agreement have expired.

In rendering the foregoing opinion, each Seller's counsel may rely, as to matters of local law, on opinions of local counsel reasonably acceptable to Buyer.

EXHIBIT H

FORM OF OPINION FROM BUYER'S COUNSEL

(i) The Buyer is a _____ duly organized, validly existing and in good standing under the laws of the state of _____ and is qualified to do business in the State of Vermont and has the full corporate power and authority to own, lease and operate its material assets and properties and to carry on its business as is now conducted, and to execute and deliver the Purchase and Sale Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated thereby. The execution and delivery of the Purchase and Sale Agreement and such Ancillary Agreements by the Buyer, and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action required on the part of the Buyer;

(ii) Each of the Purchase and Sale Agreement and such Ancillary Agreements has been duly and validly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting or relating to enforcement of creditor's rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity);

(iii) The execution, delivery and performance of the Purchase and Sale Agreement and each such Ancillary Agreement by the Buyer does not, and the consummation of the transactions contemplated thereby will not, (A) conflict with or result in the breach or violation of any term or provision of or constitute a default under: (1) the _____ (or other organizational documents) of the Buyer; (2) to such counsel's knowledge, any material indenture, mortgage, deed of trust, note agreement, contract or other instrument to which the Buyer is a party by which it or any of its assets or properties are bound or subject; or (3) to such counsel's knowledge, any order, writ, injunction or decree of any court or other Governmental Authority binding on the Buyer, or (B) to such counsel's knowledge, conflict with the result and the breach or violation of any term or provision of any federal or State of Vermont law, rule or regulation;

(iv) The Assignment and Assumption Agreement and other transfer instruments described in Section 3.7(g) of the Purchase and Sale Agreement are in proper form for the Buyer to assume the Assumed Liabilities and Obligations;

(v) No consent or approval of, filing with, or notice to, any federal or Vermont state Governmental Authority is necessary for the Buyer's execution and delivery of the Purchase and Sale Agreement and such Ancillary Agreements, or the consummation by the Buyer of the transactions contemplated thereby, other than the Buyer's Required Regulatory Approvals set forth in Schedule 5.3(b) of the Purchase and Sale Agreement, all of which had been duly obtained, effected or given; and

(vi) All waiting periods or extensions thereof provided for in Section 7A of the Clayton Act with respect to the transactions contemplated by the Purchase and Sale Agreement have expired.

In rendering the foregoing opinion, Buyer's counsel may rely, as to matters regarding Buyer's members, on opinions of corporate counsel reasonably acceptable to Sellers.

EXHIBIT I

Title Commitment

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

40 MAIN STREET, SUITE 110
P.O. BOX 116
BURLINGTON, VT 05402-0116
(802) 658-1110 / (800) 698-9351
FAX: (802) 658-2152

2 May 2001

Rusty Baumberger
Vermont Yankee Nuclear Power Corporation
P.O. Box 7002
Brattleboro, VT 05302-7002

Re: Commitment for Title Insurance on the Plant, Vernon, Vermont

Dear Mr. Baumberger:

Enclosed please find five original Commitments for Title Insurance in this matter. This is Revision #2 and I am sure that there will be more to follow as the survey is put into final form and the due diligence progresses.

Please distribute the Commitments to the appropriate parties. Feel free to photocopy the Commitment as needed.

I will send the revised Commitment for the Brattleboro property in the very near future.

Feel free to call me anytime if you have any questions or comments.

Thank you.

Sincerely,

Mark A. Schittina
Vice President & State Counsel

c. Rebecca J. Day

Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Case No. 30685 (Revision #2)

1. Effective Date: April 24, 2001

2. Policy or Policies to be Issued:

   (a) ALTA Owner's Policy - (10-17-92) Amount $(TO BE DETERMINED)

   Proposed Insured: (TO BE DETERMINED)

   (b) ALTA Loan Policy - (10-17-92) Amount

   Proposed Insured: N/A

   (c) Amount

   Proposed Insured:

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in: Vermont Yankee Nuclear Power Corporation

4. The land referred to in this Commitment is described as follows:

   All that certain parcel of land with any buildings thereon designated as or situated at 1) the Vermont Yankee, Nuclear Power Plant, 2) Monitoring Site 1 off Stebbins Road, and 3) Monitoring Site 2 off Route 142, in Vernon, Vermont, all as more particularly described in Exhibit A attached hereto and made a part hereof.

Countersigned at Burlington, Vermont

Authorized Officer

Schedule A-Page 1

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

40 MAIN STREET, SUITE 110, P.O. BOX 116, BURLINGTON, VT 05401 (05402)
(802) 658-1110; 1-800-698-9351; FAX: (802) 658-2152

Vermont Yankee Nuclear Power Plant Parcels

All of those certain parcels of land designated by parcel identification numbers 1, 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 3, 4, 5, 6, and 7 on Plat of Survey of Vermont Yankee Nuclear Power Plant, Governor Hunt Road, Vernon - Windham County – Vermont, prepared by R.F. Lunna Associates, P.C., Project No. 99-555, dated _____

EXHIBIT "A"

Monitoring Site No. 1
(off Stebbins Road)

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Warranty Deed from Vernon Advent Christian Home, Inc., dated June 27, 1967 and recorded in Volume 30, Page 267 of the Vernon Land Records and being more particularly described as follows:

PARCEL OF LAND: Beginning at a point marked by an iron pin in the Westerly Line of the transmission line Right of Way conveyed to Connecticut River Power Company of Maine (now New England Power Company) by Martin H. Powers by easement deed dated November 18, 1907, recorded in Book 12 at Page 454 of the Land Records for the said Town of Vernon; thence running southwesterly on a course at ninety (90) degrees to said Westerly Line of the Connecticut River Power Company Right of Way for a distance of fifty (50) feet to a point, said point being the southwesterly corner of the parcel of land herein convcyed and being marked by an iron pipe driven in the ground; thence turning an included angle of ninety (90) degrees and running northwesterly forty-nine (49) feet to an iron pin set in the ledge and then continuing on the same course to the Vermont State Line on the southerly bank of the Connecticut River; thence running easterly along said State Line to a point on the said Westerly Line of the Connecticut River Power Company Right of Way; thence running southerly along said Westerly Line of the said Right of Way to an iron pin set in the ledge and continuing southerly along said Westerly Line of the Right of Way for a distance of seventy (70) feet to the point of beginning, containing approximately eight-hundredths (0.08) of an acre.

RIGHT OF WAY: The perpetual right and easement to construct, inspect, operate, maintain, reconstruct and remove a line of poles with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity, including necessary guy wires, push braces and other fixtures and appurtenances used or adopted for the purpose, upon, over, along and across lands of the Grantor which lie within that certain right of way hereinabove mentioned and conveyed by Martin H. Powers to Connecticut River Power Company of Maine (now New England Power Company) by an easement deed dated November 18, 1907 and recorded in Book 12 at Page 454 of the Land Records of the Town of Vernon.

Together with the right to cut down, keep trimmed or eliminated by such means as Grantee deems desirable all trees and underbrush within the said right of way conveyed by Martin H. Powers to Connecticut River Power Company of Maine, as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said line.

Together also with the right to pass and repass along and within the said right of way conveyed by Martin H. Powers to Connecticut River Power Company of Maine for the purposes of exercising any of the rights herein granted and to gain access to the parcel of land hereinabove described on foot and with motor vehicles and construction equipment.

Provided, however, the conveyance of all of the aforementioned rights is contingent upon the written approval and acceptance of the said New England Power Company obtained by Grantee, and such rights, after such approval and acceptance are obtained, shall be subject to the rights of the said New England Power Company.

Reference is hereby made and had to a survey entitled "Plot Plan, Monitor Site, Vermont Yankee Nuclear Power Corp., Vernon, Vermont; dated 5-5-67, dwg No. 1 of 1," a print of which is attached hereto and made a part hereof, for a more particular description of the herein conveyed land and rights.

Being a portion of those lands and premises conveyed to Vernon Advent Christian Home, Inc., by deed of Marion W. Towner, dated 29 March 1955 and recorded in the Land Records of the Town of Vernon in Book 26 at Page 124, to which deed and the record thereof, and to the deeds, instruments and records therein or thereby referred to further reference may be had for a more particular description of the premises herein conveyed.

It is a condition of this conveyance that Grantee construct and operate facilities to be used in connection with its Vernon nuclear project; that the said lands and rights shall be used solely for public utility purposes; that should the Grantee cease to use said lands and rights for public utility purposes, all right and title in said lands and rights shall revert to the Grantor or its successors or assigns, and in such event Grantor or its successors or assigns shall be fully restored to possession of said lands and premises.

EXHIBIT "A"

Monitoring Site No. 2
(off Route 142)

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Quit-Claim Deed from Cersosimo Lumber Company, Inc., dated October 17, 1969 and recorded in Volume 31, Page 290 of the Vernon Land Records and being more particularly described therein as follows:

Beginning at the Northwest corner of the premises hereby conveyed, it being the point of intersection of the town line between the Town of Brattleboro on the North and the Town of Vernon on the South with the easterly boundary line of the right-of-way of the Central Vermont Railways, Inc., formerly the New London and Northern Railroad; thence Easterly along said Town Line to the Westerly bank of the Connecticut River; thence Southerly along the Westerly bank of the Connecticut River to a point of intersection with a line extending easterly from and at right angles to the aforesaid easterly boundary line of the right-of-way of the Central Vermont Railways, Inc., said point of intersection being 800 feet, measured along said easterly boundary line southerly from the point of beginning; thence Westerly by remaining land of the Grantor to the last point hereinabove described; thence Northerly along the easterly boundary line of the right-of-way of said Railroad, 800 feet to the point of beginning. Containing by estimation 3 acres of land, be the same more or less.

Subject to flowage rights of New England Power Company, pole line rights of New England Telephone & Telegraph Company, easement rights of Central Vermont Public Service Company and Connecticut River Power Company as the same may appear of record.

The lands hereby conveyed are a part of the lands and premises described as Parcel (2) in the deed of Woodward Lumber Company to Woodruff Lumber Company dated September 14, 1959, and recorded in the Land Records of said Vernon in Volume 27, Page 244. By Agreement of Merger between said Woodruff Lumber Company and said Cersosimo Lumber Company dated October 15, 1960, and recorded in the Land Records of the Town of Brattleboro in Book 107, Page 250, Cersosimo Lumber Company became successor in title to the land and premises hereby conveyed.

EXHIBIT "A"

Monitoring Site No. 2
continued

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Quit-Claim Deed from Bradley and Felch, Inc., dated October 13, 1969 and recorded in Volume 31, Page 303 of the Vernon Land Records and being more particularly described therein as follows:

Beginning at a point on the easterly boundary line of the right-of-way of the Central Vermont Railroad (formerly the New London and Northern Railroad) said point being 368 feet North of the South face of the North abutment of the Railroad bridge over the Broad Brook, so called; thence South 51° - 30' East to the original West bank of the Connecticut River; thence Southerly down the West bank of the Connecticut River to the aforesaid Broad Brook; thence up Broad Brook, along its Southerly bank, bounded by land now or formerly of Jason and Florence M. Bushnell to the right-of-way of the aforesaid Central Vermont Railroad; thence Northerly along the right-of-way of said Railroad to the point of beginning.

Subject to flowage rights of New England Power Company and other rights and easements, if any, as the same may appear of record.

Title to the hereinabove described lands and premises was derived by deed of Edward B. Bushnell et ali. to the Grantor hereto by deed dated November 3, 1964 and recorded in the Land Records of the Town of Vernon in Volume 29, Page 410. Said above described premises being a portion of the property conveyed by said deed.

Reference is also hereby made to deeds recorded in said Land Records in Volume 27 at Pages 327 and 350.

EXHIBIT "A"

Lawyers Title
Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B - SECTION 1
REQUIREMENTS

CASE NO. 30685

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from Vermont Yankee Nuclear Power Corporation vesting fee simple title in (TO BE DETERMINED).

NOTE: an appropriate Corporation Resolution authorizing the conveyance and execution of the deed must be recorded.

3. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.

4. Discharge of the following mortgage(s):

a) First Mortgage Indenture to Bankers Trust Company, Trustee, dated as of October 1, 1970, recorded in Volume 32, Page 156, as amended by the following instruments:

1. Instrument of Resignation, Appointment and Acceptance, dated April 18, 1972, recorded in Volume 33, Page 420, appointing Chemical Bank as successor Trustee.
2. 32/448 (3-1-71) First Supplemental Indenture.
3. 33/18 (10-1-71) Second Supplemental Indenture.
4. 34/47B (7-13-72) Third Supplemental Indenture.
5. 334/47B (8-1-72) Fourth Supplemental Indenture.
6. 34/131 (1-15-73) Fifth Supplemental Indenture.
7. 41/42 (10-23-79) Sixth Supplemental Indenture.
   P/R 41/439 (12-12-80) of 41/431
   P/R 42/506 (8-11-82) of 42/493
8. 43/296 (3-1-83) Seventh Supplemental Indenture.
9. 48/410 (10-10-86) Eighth Supplemental Indenture.
10. 51-543 (5-6-88) Ninth Supplemental Indenture.
11. 53-332 (8-15-89) Tenth Supplemental Indenture.
12. 54-201 (2-1-90) Eleventh Supplemental Indenture.
13. 56-360 (6-1-91) Twelfth Supplemental Indenture.
14. 62/459 (11-15-93) Thirteenth Supplemental Indenture.

Lawyers Title
Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B - SECTION 1
REQUIREMENTS - continued

b) Mortgage to Societe General, Agent Bank, dated February 22, 1990, recorded in Volume 54, Page 216, as amended by First Amendment, dated July 19, 1996, recorded in Volume 68, Page 491.

5. Termination of the following U.C.C. Financing Statements:

1. 81/18 (11-13-81) continued (10-30-86) securing Bankers Trust Company, Trustee
2. 85/33 (10-30-85) continued and amended securing Societe General, Agent Bank
3. 86/24 (6-11-86) continued and amended securing Chemical Bank, Trustee
4. 88/5 (2-24-88) continued and amended securing CBL Capital Corporation
5. 88/14 (6-13-88) securing New England Equipment Co., Inc.
6. 90/10 (3-27-90 securing Amplicon, Inc.
7. 92/20 (7-23-92) continued (5-12-97) securing BancBoston Leasing, Inc.
8. 92/21 (7-23-92) continued (5-12-97) securing BancBoston Leasing, Inc.
9. 94/37 (1-7-94) securing TIFD VIII-H, Inc., continued (8-16-99)
10. 63/504 (5-31-94) securing BancBoston Leasing, Inc.; continued 74/220 (4-26-99)

6. Provide final certified Plat of Survey by R.F. Lunna Associates, P.C. for review. Lawyers Title reserves the right to further revise the Special Exceptions contained herein on Schedule B - Section 2 in accordance with matters disclosed on the final Plat.

NOTE: The coverage afforded by this Commitment and any Policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.

NOTE: The final Loan Policy shall contain the following ALTA Endorsement(s): N/A

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

CASE NO. 30685

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B--SECTION 2
EXCEPTIONS

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

GENERAL EXCEPTIONS

A. Taxes assessed for 2001-2002 and for subsequent years which are not yet due or payable.

B. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

C. Any lien or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.

D. Title and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.

NOTE: Exceptions B & C are hereby omitted from the Policy.

SPECIAL EXCEPTIONS: All references are to the Vernon Land Records unless otherwise noted.

1. Rights and easements conveyed to Connecticut River Power Company by deeds dated and recorded as follows:

   a) November 15, 1907; Volume 12, Page 453 (Monitoring Site No. 1)
   b) November 18, 1907; Volume 12, Page 454 (Monitoring Site No. 1)
   c) Deleted
   d) November 16, 1919; Volume 15, Page 478 (Monitoring Site No. 1)
   e) Deleted
   f) Deleted
   g) October 26, 1908; Volume 12, Page 459
   h) June 24, 1936; Volume 19, Page 279
   i) June 24, 1936; Volume 19, Page 280
   j) June 25, 1936; Volume 19, Page 290

2. Rights and easements conveyed to New England Telephone & Telegraph Company by deeds dated and recorded as follows:

   a) Deleted
   b) November 18, 1992; Volume 60, Page 432

3. Rights and easements conveyed to Vermont Electric Power Company, Inc. by deeds dated and recorded as follows:

   a) September 30, 1970; Volume 32, Page 142
   b) May 7, 1975; Volume 35, Page 321
   c) Deleted
   d) Deleted

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Case Number: 30685

Schedule B - Section 2
Exceptions Continued
Page Two

4. Rights and easements conveyed to Green Mountain Power Corporation and New England Telephone & Telegraph Company by deed dated June 23, 1998 and recorded in Volume 72, Page 420 of the said Land Records.

5. Easement for use and maintenance of drain from septic tank as conveyed in deed to Bailey, dated May 14, 1952, recorded in Volume 25, Page 376 (Parcel 2)

6. Spring and waterline easement and sewage disposal easement conveyed in deed to Edson, dated May 14, 1948, recorded in Volume 25, Page 208 (Parcel 2)

7. Water and waterline easement and sewage disposal easement conveyed in deed to Howe, dated July 22, 1954, recorded in Volume 26, Page 84 (Parcel 2)

8. Water rights and easements eet forth in deed dated January 16, 1860, recorded in Volume 7, Page 316 (Parcel 2)

9. Utility line and Central Vermont Railroad rights and easements referenced in deed to Miller dated April 12, 1948, recorded in Volume 25, Page 198. (Parcel 2)

10. Access right of way reserved in deed from Miller, dated January 17, 1967, recorded in Volume 30, Page 204. (Parcel 2)

11. Flowage rights and utility easements referenced in deed to Vermont Yankee Nuclear Power Corporation dated October 17, 1969, recorded in Volume 31, Page 290 and in deed to Bushnell, dated November 24, 1952, recorded in Volume 26, Page 3.

12. Deleted

13. Flowage rights and easements conveyed to Western Massachusetts Electric Company by deed dated October 9, 1972, recorded in Volume 34, Page 467. (Monitoring Site No. 1)

14. Condition that the insured premises be used solely for public utility purposes under penalty of reversion, set forth in deed from Vernon Advent Christian Home, Inc. to Vermont Yankee Nuclear Power Corporation, dated June 27, 1967, recorded in Volume 30, Page 267. (Monitoring Site No. 1)

15. Terms and conditions of Assent regarding transmission lines, from New England Power Company to Vermont Yankee Nuclear Power Corporation, dated July 25, 1967, recorded in Volume 30, Page 286. (Monitoring Site No. 1)

16. Covenant regarding dedication of public highway, set forth in deed to Central Vermont Public Service Corporation, dated January 17, 1967, recorded in Volume 30, Page 204. (Parcel 2)

17. Terms and conditions of Deferral of Permit #DE-2-3233, dated March 31, 1994 and recorded in Volume 63, Page 356 (Parcel 7) of the said Land Records.

18. Vermont Notification for Underground Storage Tanks, dated May 15, 1986, recorded in Volume 47, Page 392, as amended by Notification dated September 9, 1988, recorded in Volume 52, Page 63.

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Case Number: 30685

Schedule B - Section 2
Exceptions Continued
Page Three

19. Notice of Removal of Underground Storage Tanks, dated September 8, 1988, recorded in Volume 52, Page 62.

20. Vermont Underground Storage Tank Form, dated February 3, 1995, recorded in Volume 65, Page 106.

21. Vermont Underground Storage Tank Form, dated December 10, 1997, recorded in Volume 71, Page 13.

22. Vermont Underground Storage Tank Form, dated November 23, 1998, recorded in Volume 73, Page 452.

23. Lack of a right of access to and from Monitoring Site No. 2.

24. Title to that portion of the premises lying within the normal bounds of the Connecticut River.

25. Rights and easements granted to or reserved by New England Power Company and covenants, agreements, and obligations set forth in an Indenture by and between New England Power Company and Vermont Yankee Nuclear Power Corporation, dated August 1, 1970 and recorded in Volume 32, Page 128 of the said Land Records.

26. Reservations set forth in deed from New England Power Company to Green Mountain Power Corporation, dated November 24, 1959, recorded in Volume 27, Page 299.

27. Rights of Connecticut River Power Company to maintain its lines, ples, and wires as referenced in deed from Central Vermont Public Service Corporation to Vermont Yankee Nuclear Power Corporation dated March 6, 1968, recorded in Volume 30, Page 382.

28. Flowage rights and access easement conveyed to Philip Young by deed dated January 21, 1908, recorded in Volume 11, Page 334.

29. Sewage disposal easement conveyed to Gilbert by deed dated June 21, 1995, recorded in Volume 65, Page 545.

30. Provisions of Tax Stabilization Contracts with the Town of Vernon, dated August 12, 1999, recorded in Volume 67, Page 253 and dated June 7, 2000, recorded in Volume 67, Page 288.

31. Easement depicted on survey entitled "Survey of Proposed Strong Easement for Vermont Electric Power Company, Inc.", filed July 29, 1999 as Slide No. 106A.

32. Flowage right and access easement conveyed to Philip Young by deed dated January 1, 1908, recorded in Volume 11, Page 351.

33. Flowage right and easements for access and electric line conveyed to Philip Young by deed dated January 21, 1908, recorded in Volume 11, Page 350.

34. Access easement conveyed to Connecticut River Power Co. by deed dated March 10, 1916, recorded in Volume 15, Page 329.

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

35. Provisions of three Agreements between Town of Vernon and Vermont Yankee Nuclear Power Corporation dated and recorded as follows:

a) September 28, 1968; Volume 28, Page 200
b) April 8, 1968; Volume 28, Page 204
c) April 8, 1968; Volume 28, Page 206

36. Matters described in Survey Notes and depicted on Plat of Survey of Vermont Yankee Nuclear Power Plant, Governor Hunt Road, Vernon - Windham County -Vermont, dated _____, Project No. 99-555, prepared by R.F. Lunna Associates, P.C.

NOTE: The exceptions listed above omit any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

NOTE: IF POLICY IS TO BE ISSUED IN SUPPORT OF A MORTGAGE LOAN, ATTENTION IS DIRECTED TO THE FACT THAT THE COMPANY CAN ASSUME NO LIABILITY UNDER ITS POLICY, THE CLOSING INSTRUCTIONS, OR INSURED CLOSING SERVICE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW IN CONNECTION WITH SAID MORTGAGE LOAN.

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

ISSUED BY

COMMITMENT FOR TITLE INSURANCE

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this Commitment to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest: _____ Secretary

LAWYERS TITLE INSURANCE CORPORATION — SEAL — 1925 — RICHMOND, VA

By: _____ President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title
Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B - SECTION 1
REQUIREMENTS

CASE NO. 30685

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from Vermont Yankee Nuclear Power Corporation vesting fee simple title in (TO BE DETERMINED).

NOTE: an appropriate Corporation Resolution authorizing the conveyance and execution of the deed must be recorded.

3. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.

4. Discharge of the following mortgage(s): None

5. Termination of the following U.C.C. Financing Statements:

a. CBL Capital Corporation, No. 8-47, dated February 24, 1988, continued January 14, 1993 and November 25, 1997; amended February 4, 1993 and November 4, 1994.
b. BancBoston Leasing, Inc., No. 92-165, dated July 23, 1992, continued May 12, 1997.
c. TIFD VIII-H, Inc., No. 94-291, dated November 8, 1994, amended and continued August 16, 1999.
d. Societe General, Agent Bank, No. 96-51, dated August 8, 1996, amended August 30, 1996 and August 12, 1997.

NOTE: The coverage afforded by this Commitment and any Policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.

NOTE: The final Loan Policy shall contain the following ALTA Endorsement(s): N/A

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B - SECTION 2
EXCEPTIONS

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

GENERAL EXCEPTIONS

A. Taxes assessed for 2001-2002 and for subsequent years which are not yet due or payable.

B. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

C. Any lien or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.

D. Title and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.

NOTE: Exception C is hereby omitted from the Policy.

SPECIAL EXCEPTIONS: All references are to the Brattleboro Land Records unless otherwise noted.

1. Rights and easements conveyed to Connecticut River Power Company of New Hampshire (and believed to be currently held by New England Power Company) by deeds dated and recorded as follows:

   a) November 18, 1930; Volume 69, Page 498
   b) November 18, 1930; Volume 69, Page 501
   c) November 18, 1930; Volume 69, Page 502

2. Rights and easements conveyed to Central Vermont Public Service Corporation and New England Telephone and Telegraph Company by deeds dated and recorded as follows:

   a) May 4, 1965; Volume 111, Page 176
   b) February 13, 1986; Volume 195, Page 593
   c) October 16, 1984; Volume 181, Page 414

3. Rights and easements conveyed to Windham Solid Waste Management District by deed dated April 5, 1993 and recorded in Volume 234, Page 552 of the said Land Records.

4. Rights and easements conveyed to Boise Cascade Corporation by deed dated November 26, 1975 and recorded in Volume 145, Page 31 of the said Land Records.

5. Rights and easements conveyed to Town of Brattleboro by deed dated January 30, 1978 and recorded in Volume 154, Page 96 of the said Land Records.

Case Number: 30685A

Schedule B - Section 2
Exceptions Continued
Page Two

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

6. Rights and easements conveyed to Amos G. Winter IV, Trustee of the Amos G. Winter Realty Trust by deed dated December 20, 1985 and recorded in Volume 187, Page 53 of the said Land Records.

7. Exceptions, reservations and covenants set forth in deeds to Vermont Yankee Nuclear Power Corporation dated and recorded as follows:

a) May 7, 1984; Volume 179, Page 636 (Parcel One)
b) October 10, 1984; Volume 180, Page 632 (Parcel Two)
c) October 29, 1987; Volume 202, Page 856 (Parcel Three)

8. Underground Storage Tank Notices dated and recorded as follows:

a) June 25, 1986; Volume 190, Page 41
b) December 22, 1989; Volume 214, Page 985
c) September 8, 1997; Volume 263, Page 747

9. Terms and condtions of the Land Use Permit #2W0101, as amended by the following permits:

a) #2W0101-4; May 25, 1982; Volume 169, Page 155
b) #2W0101-5; March 27, 1984; Volume 177, Page 576
c) #2W0101-5 (corrected); May 9, 1984; Volume 178, Page 29
d) #2W0101-6; August 9, 1984; Volume 179, page 507
e) #2W0101-6-R1; November 13, 1984; Volume 181, Page 268
f) #2W0101-6A; December 20, 1984; Volume 181, Page 494
g) #2W0101-6R2; February 12, 1985; Volume 182, Page 204
h) #2W0101-6R3; April 3, 1985; Volume 182, Page 628
I) #2W0101-6B; July 25, 1985; Volume 184, Page 319
J) #2W0101-7; December 30, 1985; Volume 187, Page 36
k) #2W0101-9; February 19, 1991; Volume 219, Page 850
l) #2W0101-10; October 27, 1994; Volume 245, Page 652
m) #2W0101-6C; November 21, 1997; Volume 263, Page 454

10. Terms and condtions of the Land Use Permit #2W0379, dated June 7, 1978 and recorded in Volume 155, Page 577, as amended.

NOTE: The exceptions listed above omit any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

NOTE: IF POLICY IS TO BE ISSUED IN SUPPORT OF A MORTGAGE LOAN, ATTENTION IS DIRECTED TO THE FACT THAT THE COMPANY CAN ASSUME NO LIABILITY UNDER ITS POLICY, THE CLOSING INSTRUCTIONS, OR INSURED CLOSING SERVICE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW IN CONNECTION WITH SAID MORTGAGE LOAN.

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Form 100
0-100-0011
Litho In U.S.A.

ISSUED BY

COMMITMENT FOR TITLE INSURANCE

Lawyers Title Insurance Corporation

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this Commitment to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest: _____ Secretary

LAWYERS TITLE INSURANCE CORPORATION RICHMOND, VA SEAL 1925

By: _____ President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Case No. 30685A (Revision #2)

1. Effective Date: May 9, 2001

2. Policy or Policies to be Issued:

   (a) ALTA Owner's Policy - (10-17-92) Amount $(TO BE DETERMINED)

   Proposed Insured: (TO BE DETERMINED)

   (b) ALTA Loan Policy - (10-17-92) Amount

   Proposed Insured: N/A

   (c) Amount

   Proposed Insured:

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in: Vermont Yankee Nuclear Power Corporation

4. The land referred to in this Commitment is described as follows:

   All that certain parcel of land with any buildings thereon designated as or situated at 24 Glen Orne Drive, Old Ferry Road and 185 Old Ferry Road, Brattleboro, Vermont, all as more particularly described in Exhibit A attached hereto and made a part hereof.

Countersigned at Burlington, Vermont

Schedule A-Page 1

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Authorized Officer

40 MAIN STREET, SUITE 110, P.O. BOX 116, BURLINGTON, VT 05401 (05402)
(802) 658-1110; 1-800-698-9351; FAX: (802) 658-2152

PARCEL ONE – (24 Glen Orne Drive, Tax Parcel #8-17.2)

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Warranty Deed of Famolare, Inc., dated May 7, 1984, recorded in Volume 179, Page 636 of the Brattleboro Land Records, and being more particularly described therein as follows:

Being a portion of the same lands and premises conveyed to Famolare, Inc. by The Brattleboro Development Credit Corporation by deed dated September 28, 1976, which deed is recorded in Book 148, Page 298 of the Brattleboro Land Records.

A certain tract or parcel of land with buildings thereon consisting of 1.3634 acres situated southerly of Ferry Road (Town Highway No. 42), on the easterly side of Glen Orne Drive (Town Highway No. 43), in said Brattleboro, and bounded and described as follows:

Beginning at an iron pipe on the easterly line of Glen Orne Drive, said pipe making the southwest corner of the premises leased to the Grantee by the Grantor by Lease Purchase Agreement dated April 16, 1982 and recorded in Lease Book 7, Page 239 of the Brattleboro Land Records, and the northwest corner of the premises herein conveyed; thence running N 73 59' 00" E a distance of 363.16 feet along the aforesaid lands leased by the Grantor to the Grantee to an iron pipe at lands now or formerly of Robert C. and Ruth B. Allard, being the westerly line of a fifty foot wide right-of-way located on said Allard lands, said pipe marks the southeast corner of the leased lands and the northeast corner of the premises hereby conveyed; thence running S 16 03' 21" E along lands of Allard a distance of 86.46 feet to an iron pipe flush over a broken concrete bound; thence continuing S 16 01' 14" E along lands of Allard a distance of 77.49 feet to an iron pipe, said pipe marks the northeast corner of remaining lands of the Grantor, and the southeast corner of the premises hereby conveyed; thence running the following nine (9) courses and distances along remaining lands of the Grantor: S 73 59' 00" W 130.68 feet to a point located on the east side of a raised concrete entry; N 16 01' 00" W 1.55 feet along the east side of the raised concrete entry to a point; S 73 59' 00" W 4.00 feet along the north side of the raised concrete entry to a point 1" from the east foundation wall of the south warehouse building; N 16 01' 00" W 2.45 feet on a line 1" from the east foundation wall of the south warehouse building to a point on the south face of a 12" masonry block wall; S 73 59' 00" W 97.66 feet along the south face of an interior 12" masonry block wall to a point on a line 1" from the west foundation wall of the south warehouse building, S 16 01' 00" E 3.28 feet on a line 1" from the west foundation wall of the south warehouse building to a point located on the north side of a raised concrete entry; S 73 59' 00" W 3.97 feet along the raised concrete entry to a point on its west wall, S 16 01'00" E 0.72 feet along the west side of the raised concrete entry to a point; S 73 59'00" W 133.80 feet to an iron pipe located on the easterly side of Glen Orne Drive, said pipe marks the northwest corner of remaining lands of the Grantor and the southwest corner of premises herein conveyed; thence running northerly along the easterly side of Glen Orne Drive on an arc with a radius of 825.00 a distance of 107.62 feet to a concrete bound; thence running N 16 03' 30" W along the easterly side of Glen Orne Drive 56.64 feet to the point and place of beginning.

The aforesaid parcel is set forth on a plan entitled "Revised Plan of Two Lot Subdivision of Land of Famolare, Inc., Ferry Road, Brattleboro, Vermont" prepared by W.E. Shumway, P.E., R.L.S. of Brattleboro, dated April 12, 1982 and revised February 24, 1984, to be recorded herewith in the Brattleboro Town Land Records.

EXHIBIT "A"

The premises hereinabove described are conveyed to Vermont Yankee Nuclear Power Corporation, its successors and assigns, together with benefit of the following appurtenant easements:

1. Right-of-access for the repair and maintenance of the south wall of the north warehouse building, so-called, located on the premises herein conveyed. Any disturbance or damage of the landscaping or planting resulting from the maintenance or repair of the south wall of the north warehouse building shall be replaced by Vermont Yankee Nuclear Power Corporation, or otherwise returned as nearly as possible to its original condition.

2. Right-of-access to utilize, replace, reconstruct, operate, maintain and repair that portion of the electrical conduit which is presently located on remaining lands of Famolare, Inc. and which brings power to the north warehouse. Any disturbance or damage to the landscaping or building resulting from the maintenance or repair of the electrical conduit shall be replaced or repaired by Vermont Nuclear Power Corporation, or otherwise returned as nearly as possible to its original condition.

3. Drainage easements as they presently exist for storm water run-off, to the extent such easements are situated on remaining lands of Famolare, Inc..

4. The rights, privileges and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C & S Distributors, Brattleboro Development Credit Corporation, The Book Press, Hickey Management, Stow Mills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc., dated July 16, 1982 and recorded in Book 170, Page 401 of the Brattleboro Land Records .

5. A non-exclusive perpetual access easement for foot and vehicular travel over and upon a fifty-foot wide strip of land which commences at the south boundary of Ferry Road, so-called, and runs in a southerly direction therefrom, the westerly line of said easement being the easterly boundary line of the premises herein conveyed.

6. The following rights and easements reserved to Famolare, Inc. in the Lease Purchase Agreement with Vermont Yankee Nuclear Power Corporation dated April 16, 1982 and recorded in Lease Book 7, Page 239 of the Brattleboro Land Records which it now releases and therein set forth as follows:

> "4. Easement reserved to Famolare, Inc., its successors and assigns, to reconstruct, operate, maintain and repair an "overhead walkway" partially located over the within described premises as shown on aforesaid W.E. Shumway plan dated April 12, 1982. Famolare, Inc., its successors and assigns, reserves the right to remove the said "overhead walkway" at any time with reasonable notice to Vermont Yankee Nuclear Power Corporation. Famolare, Inc. covenants and agrees to perform the work necessary for the removal of said walkway in such a way so as to minimize any interference to the useful occupancy of the within described premises and returning the exterior south wall of the office building to an appropriate brick facade.
>
> "5. Right-of-access reserved to Famolare, Inc., its successors and assigns, for the repair and maintenance of the north wall of the warehouse building located on its remaining lands. Any disturbance or damage of the landscaping or planting resulting from the maintenance or repair of the north wall of the warehouse building shall be replaced by Famolare, Inc. or otherwise returned as nearly as possible to its original condition.
>
> "6. Right-of-access reserved to Famolare, Inc., its successors and assigns, or its agent to replace, reconstruct, repair, operate, maintain and utilize the oil filler pipe and oil tank located on the within described premises."

EXHIBIT "A"

7. To the extent the following easements where reserved by Famolare, Inc. for benefit of the north warehouse building located on the premises herein conveyed in the Lease Purchase Agreement with Vermont Yankee Nuclear Power Corporation dated April 16, 1982 and recorded in Lease Book 7, Page 239 of the Brattleboro Land Records, Famolare, Inc. hereby conveys the easements to Vermont Yankee Nuclear Power Corporation, its successors and assigns. To the extent the easements benefit remaining lands of Famolare, Inc., they will remain in full force and effect.

"1. The right-of-access reserved to Famolare, Inc., its successors and assigns, to utilize, replace, reconstruct, operate, repair and maintain the water and sewer lines located on the within described premises, which serve the warehouse building and facilities located on remaining lands of Famolare, Inc.. Also the right-of-access reserved to Famolare, Inc., its successors and assigns, to utilize, replace, reconstruct, operate, repair and maintain the water hydrant and sprinkler hydrant located on the said water line which provides fire protection to the buildings located on the remaining lands of Famolare, Inc.. The maintenance and repair shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

"2. Drainage easements as they presently exist reserved to Famolare, Inc., its successors and assigns, for storm water run-off, to the extent such easements are situated on the herein described premises."

8. Famolare, Inc. agrees that it, its tenants, and its successors and assigns, will require and maintain a fire supression system in the loading dock and south warehouse equal to or greater than the present fire supression system.

9. Right-of-way to utilize, replace, reconstruct, operate, maintain and repair an electric line running from a pole located on Old Ferry Road through other lands of Famolare, Inc. leased to Vermont Nuclear Power Corporation. Said line is located on the westerly portion of the premises adjacent to Glen Orne Drive. The repairs and maintenance of the line shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

The premises hereinabove described are conveyed subject to the following easements and conditions:

1. Right-of-access reserved to Famolare, Inc., its successors and assigns, for the repair and maintenance of the east and west walls of the loading dock of the south warehouse building located on its remaining lands and the two raised concrete entry ways. Any disturbance or damage of the landscaping or planting resulting from the maintenance or repair of the aforesaid walls or entry ways shall be replaced by Famolare, Inc., or otherwised returned as nearly as possible to its original condition.

2. Right-of-way reserved to Famolare, Inc., its successors and assigns, over the premises herein conveyed for purposes of ingress and egress to and from the present entry ways and exits on the east and west side of the north end of the Loading Dock of the south warehouse as more particularly set forth in the aforesaid survey plan.

3. Also reserving unto Famolare, Inc., its successors and assigns, the right to use and employ, and to maintain and repair and replace, if necessary, the present south foundation wall, as the same now exists, of the north warehouse building now erected on the premises herein conveyed, so far as the same may extend below the ground level, south of the southerly boundary of the premises hereby conveyed.

EXHIBIT "A"

4. Also, Famolare, Inc. herein reserves to itself, its successors and assigns, the following reservations and exceptions:

That portion of the southerly wall of the north warehouse building on the granted premises, which wall is presently connected to the loading dock on retained lands of Famolare, Inc., may be used at any time and from time to time hereafter as a party wall by the owner or owners from time to time (and all persons claiming under them) of the land southerly of said southerly wall for such purposes as party walls are commonly used, including without limiting the generality of the foregoing, the use of said southerly wall (excluding that portion to be newly erected to fill in the existing opening), to support any new building or buildings from time to time erected on said land southerly of said southerly wall, but said wall shall not be so used in any manner so as to impair the structural strength or integrity thereof which is required to support the north warehouse building on the granted premises and any replacement thereof. In order to carry out the intent and purpose of the foregoing, the Grantee, its successors and assigns, by acceptance of this deed agrees to the following:

(a) in case of the destruction or damage of said party wall, by fire or other causes, the owner or owners of the granted premises or the owner or owners of the land southerly of said southerly wall, may rebuild or repair said party wall, and

(b) the owner or owners of the granted premises or the owner or owners of the land southerly of said southerly wall, may extend said party wall in height; and

(c) such agreements shall inure to the benefit of the owner or owners from time to time of the granted premises and the owner or owners of said land southerly of said southerly wall, and any mortgagee, lessee, or other person lawfully claiming by, through, or under said owner or owners, respectively.

5. Right-of-access reserved to Famolare, Inc., its successors and assigns to replace, reconstruct, repair, operate, maintain and utilize the existing telephone cable, fire detection line and sewer line located on the premises herein conveyed for benefit of the buildings located on remaining lands of Famolare, Inc. The maintenance and repair shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

The costs of operating, repairing, maintaining or replacing the sewer line which leads from Glen Orne Drive and serves both the premises conveyed herein and remaining premises of Famolare, Inc. shall be as follows: Famolare, Inc. and Vermont Yankee Nuclear Power Corporation, their successors and assigns, shall be equally responsible for any such costs for any common sewer line and which serves both premises of Famolare, Inc. and Vermont Yankee Nuclear Power Corporation.

6. Drainage easements as they presently exist reserved to Famolare, Inc., its successors and assigns, for storm water run-off, to the extent such easements are situated on the herein described premises.

7. The obligations, conditions and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C & S Distributors, Brattleboro Development Credit Corporation, The Book Press, Hickey Management, Stow Hills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc. dated July 16, 1982 and recorded in Book 170, Page 401 of the Brattleboro Land Records.

8. Public highway easements of Town Highway No. 43 (the Glen Orne Drive, so-called) to the extent, if any, such highway rights-of-way may be situated upon the parcel herein described.

EXHIBIT "A"

9. The premises are conveyed subject to the following easements granted by Famolare, Inc. to Vermont Yankee Nuclear Power Corporation in the Lease Purchase Agreement dated April 16, 1982 and recorded in Lease Book 7, Page 239 of the Brattleboro Land Records:

" 1. The right-of-access to utilize, replace, operate repair and maintain the sewer line as it is now located on remaining lands of Famolare, Inc. which line presently serves the building located on the within described premises. The repairs and maintenance of said line shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

" 2. Drainage easements as they presently exist for storm water run-off, to the extent such easements are situated on remaining lands of Famolare, Inc."...

" 4. Right to landscape 4.25 feet of the area between the north face of the warehouse building located on remaining lands of Famolare, Inc. and the southerly boundary line of the herein described premises. The landscaping easement is to be located on a 4.25 foot strip of land immediately adjacent to the southerly boundary line of the herein described premises. The planting is to be done in such a manner so as not to interfere with the useful occupancy or repair of said building and remaining lands of Famolare, Inc."

10. The premises are conveyed subject to the terms and conditions of State of Vermont Land Use Permit #2W0101 as amended by #2W0101-2, #2W0101-3, #2W0101-4, #2W0101-5 and #2W0379.

11. The premises are conveyed subject to the easements and obligations set forth in an Easement for utility services between Famolare, Inc. and Vermont Yankee Nuclear Corporation dated April 16, 1982 and recorded in Book 169, Page 403 of the Brattleboro Land Records, to the extent the utility service lines cross the premises herein conveyed.

12. Reserving to Famolare, Inc., its successors and assigns the right to construct, replace, repair, operate, maintain and utilize an underground electrical line easement to run from the transformer pad to be located on the lands retained by Famolare, Inc. to the loading dock of the south warehouse building under the southerly portion of the lands conveyed herein and along the outside south wall of the north warehouse building. The maintenance and repair shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

The above-described premises are a portion of the same lands and premises conveyed to Famolare, Inc. by The Brattleboro Development Credit Corporation by deed dated September 28, 1976, which deed is recorded in Book 148, Page 298 of the Brattleboro Land Records."

Also conveyed herein by Grantor to Grantee is the "overhead walkway" leading from the office building to the north warehouse.

EXHIBIT "A"

PARCEL TWO – (Old Ferry Road, Tax Parcel #8-14)

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Warranty Deed of Famolare, Inc., dated October 10, 1984, recorded in Volume 180, Page 632 of the Brattleboro Land Records, and being more particularly described therein as follows:

Being a certain tract or parcel of land consisting of 4.863 acres situated on the southerly side of Ferry Road (Town Highway #24) in said Brattleboro, and further bounded and described as follows, viz:

Beginning at a point on the southerly side of Ferry Road, which point marks the northwesterly corner of the premises herein described and the northeasterly corner of other lands of the Grantor, formerly of Alfred C. Morrison; thence running N 61° 41' 39" E 251.93 feet to a point on the southerly side of Ferry Road; thence turning and running on an arc to the right having a radius of 30' an arc distance of 53.54 feet to a point on the westerly side of a 50-foot wide access road; thence running on the following courses and distances along the westerly side of said access road: S 16° 03' 30" E 270.69 feet; thence on a curve to the right having a radius of 775 feet, an arc distance of 325.65 feet to a point; thence S 08° 01' 00" W a distance of 94.73 feet; thence running N 81° 59' 00" W along other lands of the Grantor a distance of 403.54 feet to a point in the easterly line of lands now or formerly of O'Bryan Construction Co., Inc.; thence running N 14° 04' 30" E along lands now or formerly of said O'Bryan Construction Co., Inc. a distance of 337.98 feet to a concrete bound; thence running N 09° 27' 17" W along the easterly line of other lands of the Grantor, formerly of Alfred C. Morrison a distance of 193.56 feet to the point and place of beginning.

Said parcel contains 4.863 acres of land and all bearings are referenced to the meridian of the Boston & Maine Corporation as determined by Gordon E. Ainsworth & Associates and shown on their survey plan prepared for Brattleboro Industries dated 29 April 1967.

EXHIBIT "A"

The aforesaid parcel is also set forth as parcel "E-North" on a plan entitled "Subdivision Plan Showing the Remaining Land of Brattleboro Development Credit Corporation - Ferry Road - Brattleboro, Vermont", prepared by William E. Shumway, P.E., R.L.S., of Brattleboro, Vermont, and dated 20 May 1977.

The above described parcel of 4.863 acres is conveyed subject to the following easements, to wit:

(a) A high tension pole line easement granted by William Randall and wife to Connecticut River Power Company, dated 18 November 1930, recorded in Book 69, Page 498.

(b) Public highway easement of Town Highway No. 24 (the Ferry Road so-called) to the extent, if any, such highway right-of-way may be situated upon the parcel to be conveyed.

(c) A high tension pole line easement granted by Christie B. Crowell to Connecticut River Power Company dated November 18, 1930, recorded in Vol. 69, Page 501.

(d) A utility easement granted by Famolare, Inc. to Central Vermont Public Service Corporation dated October 16, 1984 and recorded in the Brattleboro Land Records.

(e) The obligations, conditions and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C&S Distributors, Brattleboro Development Credit Corporation, The Book Press, Hickey Management, Stow Mills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc. dated July 16, 1982 and recorded in Book 170, Page 401 of the Brattleboro Land Records.

(f) Public highway easements of Town Highway #43 (the Glen Orne Drive, so-called) to the extent, if any, such highway rights-of-way may be situated upon the parcel herein described.

The premises herein described are conveyed to Vermont Yankee Nuclear Power Corporation, its successors and assigns, together with the benefit of the following appurtenant easement:

(1) The rights, privileges and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C&S Distributors, Brattleboro Development Credit Corporation, The Brook Press, Hickey Management, Stow Mills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc., dated July 16, 1982 and recorded in Book 170, Page 401 of the Brattleboro Land Records.

Meaning hereby to convey all and the same premises conveyed to Famolare, Inc. by The Brattleboro Development Credit Corporation, which deed is dated August 1, 1978 and recorded in the Brattleboro Land Records (Book 156, Page 159), to which deed and the records thereof and the deeds, instruments and records therein or thereby referred to, further reference may be had for a more particular description of the premises hereby conveyed.

EXHIBIT "A"

PARCEL THREE – (185 Old Ferry Road, #8-17.1)

Being all and the same land and premises conveyed to Vermont Yankee Nuclear Power Corporation by Warranty Deed of Famolare, Inc., dated October 29, 1987, recorded in Volume 202, Page 856 of the Brattleboro Land Records, and being more particularly described therein as follows:

Being a portion of the same lands and premises conveyed to Famolare, Inc. by The Brattleboro Development Credit Corporation by deed dated September 28, 1976, which deed is recorded in Book 148, Page 298 of the Brattleboro Land Records.

A certain tract or parcel of land with buildings thereon consisting of 2.0643 acres situated on the southerly side of Ferry Road (Town Highway No. 42) and the easterly side of Glen Orne Drive (Town Highway No. 43) in said Brattleboro, and is further bounded and described as follows, viz:

Beginning at a concrete bound in the ground in the supposed southerly line of Ferry Road (Town Highway No. 42) at the northeasterly corner of the parcel herein described and the northwesterly corner of a 50-foot wide right-of-way parcel now or formerly belonging to Robert C. and Ruth B. Allard; thence running

S 16° 03' 21" E along the westerly line of said right-of-way parcel belonging to said Allard a distance of 248.59 feet to a point; thence running

S 73° 59' 00" W along remaining lands of Famolare, Inc. a distance of 363.16 feet to a point on the easterly line of Glen Orne Drive (Town Highway No. 43), said line being 8.5 feet northerly of and parallel to the north wall of the foundation of the warehouse located on the remaining lands of Famolare, Inc.; thence running

N 16° 03' 30" W along the easterly line of Glen Orne Drive a distance of 217.73 feet to a concrete bound in the ground; thence continuing along the easterly line of Glen Orne Drive and along a curve to the right having a radius of 30.00 feet an arc distance of 47.07 feet to a concrete bound in the ground in the supposed southerly line of said Ferry Road; thence running

N 73° 50' 23" E along the supposed southerly line of said Ferry Road a distance of 333.22 feet to a concrete bound in the ground and the point of beginning. Said parcel to contain 2.0643 acres of land and all bearings are referenced to the meridian of the Boston and Maine Railroad as determined by Gordon E. Ainsworth & Associates of Deerfield, Massachusetts, and shown on their survey plan entitled "Land in Brattleboro, Vermont, surveyed for Brattleboro Industries" dated April 1967.

The aforesaid parcel is also set forth on plan entitled "Plan of Two Lot Subdivision of Land of Famolare, Inc., Ferry Road, Brattleboro, Vermont" prepared by W. E. Shumway, P.E., R.L.S. of Brattleboro, Vermont, and dated April 12, 1982.

EXHIBIT "A"

The premises hereinabove described are conveyed to Vermont Yankee Nuclear Power Corporation, its successors and assigns together with benefit of the following appurtenant easements:

1. The right-of-access to utilize, replace, operate, repair and maintain the sewer line as it is now located on remaining lands of Famolare, Inc. which line presently serves the building located on the within described premises. The repairs and maintenance of said line shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

2. Drainage easements as they presently exist for storm water run-off, to the extent such easements are situated on remaining lands of Famolare, Inc.

3. The rights, privileges and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C & S Distributors, B.D.C.C., The Book Press, Hickey Management, Stow Mills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc., dated February, 1982 and to be recorded in the Brattleboro Land Records.

4. Right to landscape 4.25 feet of the area between the north face of the warehouse building located on remaining lands of Famolare, Inc. and the southerly boundary line of the herein described premises. The landscaping easement is to be located on a 4.25 foot strip of land immediately adjacent to the southerly boundary line of the herein described premises. The planting is to be done in such a manner so as not to interfere with the useful occupancy or repair of said building and remaining lands of Famolare, Inc.

5. A non-exclusive perpetual access easement for foot and vehicular travel over and upon a fifty-foot wide strip of land which commences at the south boundary of Ferry Road, so-called, and runs in a southerly direction therefrom, the westerly line of said easement being also the easterly boundary line of the 2.0643-acre parcel above described.

The premises hereinabove described are conveyed subject to the following easements and conditions:

1. The right-of-access reserved to Famolare, Inc., its successors and assigns, to utilize, replace, reconstruct, operate, repair and maintain the water and sewer lines located on the within described premises, which serve the warehouse building and facilities located on remaining lands of Famolare, Inc. Also the right-of-access reserved to Famolare, Inc., its successors and assigns, to utilize, replace, reconstruct, operate, repair and maintain the water hydrant and sprinkler hydrant located on the said water line which provide fire protection to the buildings located on the remaining lands of Famolare, Inc. The maintenance and repair shall be performed in a workmanlike manner, always returning the premises as nearly as possible to its original condition.

EXHIBIT "A"

2. Drainage easements as they presently exist reserved to Famolare, Inc., its successors and assigns, for storm water run-off, to the extent such easements are situated on the herein described premises.

3. The obligations, conditions and easements applicable to the within described premises as set forth in the Agreement for water drainage entered into by O'Bryan Construction Co., C & S Distributors, B.D.C.C., The Book Press, Hickey Management, Stow Mills, The Town of Brattleboro, Lawrence Thomas, Boise Cascade Corporation and Famolare, Inc. dated February, 1982 and to be recorded in the Brattleboro Land Records.

4. Public highway easements of Town Highway No. 42 (the Ferry Road, so-called) and Town Highway No. 43 (the Glen Orne Drive, so-called) to the extent, if any, such highway rights-of-way may be situated upon the parcel herein described.

The costs of operating, repairing, maintaining or replacing the water and sewer lines including any lines which are connected to hydrants which lead from Glen Orne Drive and serve the premises conveyed herein and remaining premises of Famolare, Inc. shall be as follows: Famolare, Inc. and Vermont Yankee Nuclear Power Corporation, their successors and assigns, shall be equally responsible for any such costs if the water or sewer line is common to both premises. Each shall be individually responsible for any such costs for any sewer or water line which leads off of a common line and serves either premises of Famolare, Inc. or Vermont Yankee Nuclear Power Corporation.

EXHIBIT "A"

Revised Draft of August ___, 2001

2001 Amendatory Agreement

This 2001 Amendatory Agreement, dated as of _____, 2001 between VERMONT YANKEE NUCLEAR POWER CORPORATION ("Vermont Yankee"), a Vermont corporation, and [NAME OF PURCHASER], a _____ corporation (the "Purchaser"), amending both the Power Contract, dated February 1, 1968, as heretofore amended by eight amendments dated June 1, 1972, April 15, 1983, April 24, 1985, June 1, 1985, May 6, 1988, June 15, 1989 and December 1, 1989 between Vermont Yankee and the Purchaser (the "Power Contract") and the Additional Power Contract, dated as of February 1, 1984, between Vermont Yankee and the Purchaser (the "Additional Power Contract").

For good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Basic Understandings.

Vermont Yankee was organized in 1966 to provide for the supply of power to its sponsoring utility companies, including the Purchaser (collectively, the "Purchasers"). It constructed a nuclear electric generating unit, having a net capability of approximately 510 megawatts electric (the "Unit") at a site in Vernon, Vermont. Vermont Yankee was issued a full-term, Facility Operating License for the Unit by the Atomic Energy Commission (now the Nuclear Regulatory Commission, which, together with any successor agencies, is hereafter called the "NRC"), which license is now stated to expire on March 21, 2012 (the "End of License Term"). The Unit has been in commercial operation since December 1, 1972 and continues to operate.

The names of the Purchasers of Vermont Yankee and their respective interests ("entitlement percentages") in Vermont Yankee and the net capacity and output of the Unit are as follows:

Purchaser	Entitlement Percentage
Central Vermont Public Service Corporation	35.0%
Green Mountain Power Corporation	20.0%
New England Power Company	22.5%
The Connecticut Light and Power Company	9.5%
Central Maine Power Company	4.0%
Public Service Company of New Hampshire	4.0%
Western Massachusetts Electric Company	2.5%
Cambridge Electric Light Company	2.5%

The Unit was conceived to supply economic power on a cost of service formula basis to the Purchasers. Pursuant to the Power Contract, Vermont Yankee has agreed to supply to the

Purchaser and, pursuant to separate power contracts substantially identical to the Power Contract except for the names of the parties (collectively, as amended through the date hereof, the "Initial Power Contracts"), to the other Purchasers all of the capacity and the electric energy available from the Unit for a thirty year term extending through November 30, 2002.

Pursuant to the Additional Power Contract, Vermont Yankee has agreed to supply to the Purchaser, and pursuant to separate additional power contracts substantially identical to the Additional Power Contract except for the names of the parties (collectively, as amended through the date hereof, the "Additional Power Contracts"), to the other Purchasers all the capacity and electric energy available from the Unit during an operative term stated to commence on December 1, 2002 (when the Initial Power Contracts terminate) and extending until a date which is 30 days after the later of the date on which the last of the financial obligations of Vermont Yankee has been extinguished or the date on which Vermont Yankee is finally relieved of any obligations under the last of the licenses (operating or possessory) which it holds, or hereafter receives, from the NRC with respect to the Unit. The Additional Power Contracts also provide, in the event of their earlier cancellation, that the decommissioning cost obligation and the other applicable provisions of the Additional Power Contracts shall remain in effect to permit final billings of costs incurred prior to such cancellation.

Pursuant to the Initial Power Contracts and the Additional Power Contracts, the Purchasers are entitled and obligated to take their respective entitlement percentages of the capacity and net electrical output of the Unit during the service life of the Unit and are obligated to pay therefor monthly their respective entitlement percentages of Vermont Yankee's cost of service, including decommissioning costs, whether or not the Unit is operated.

On August 14, 2001, the Board of Directors of Vermont Yankee, which includes representatives of the Purchasers (including the Purchaser), after conducting a thorough review of the economics of continued operation of the Unit until End of License Term in comparison to other alternatives (including the early shut-down of the Unit) available to Vermont Yankee and evaluating the competing bids received in a formal auction of the Unit commenced in April, 2001, voted to approve a Purchase and Sale Agreement (the "PSA"), dated as of August 15, 2001, among Vermont Yankee and Entergy Nuclear Vermont Yankee, LLC ("ENVY") and Entergy Corporation, as guarantor, pursuant to which the Unit and related assets of Vermont Yankee, including a pre-funded decommissioning trust, would be sold to ENVY. The PSA also provided that Vermont Yankee would enter into a Power Purchase Agreement (the "PPA") with ENVY to purchase 100% of the actual net output of the Unit up to its present operating level of approximately 510 megawatts electric, together with the related ancillary products available from the Unit, for a period from the Effective Date (as hereinafter defined) to the End of License Term or the earlier shutdown of the Unit, all such energy and ancillary products to be resold at wholesale by Vermont Yankee to the Purchasers pursuant to the Initial Power Contracts and the Additional Power Contracts.

As a consequence of the PSA and the PPA, Vermont Yankee and the Purchaser propose to further amend the Power Contract and the Additional Power Contract in various respects in order (i) to release Vermont Yankee from any further obligations under said contracts with

respect to the operation of the Unit, (ii) to clarify and confirm provisions for the recovery under said contracts of the remaining unamortized costs previously incurred by Vermont Yankee in providing capacity and energy from the Unit prior to the Effective Date and of the costs of decommissioning the Unit at the end of its useful life (including, without limitation, the costs of maintaining the Unit in a safe condition following its shutdown and prior to its decontamination and dismantlement and the costs of storing the Unit's spent nuclear fuel until it is removed by the Department of Energy), (iii) to provide for the recovery of any costs or liabilities assumed by Vermont Yankee under the PSA and of Vermont Yankee's on-going administrative expenses, and (iv) to provide for the resale at cost by Vermont Yankee to the Purchaser of the Purchaser's entitlement percentage of the aforesaid output and ancillary products of the Unit to be purchased by Vermont Yankee from ENVY pursuant to the PPA.

Vermont Yankee and the Purchaser have agreed to enter into this 2001 Amendatory Agreement. Concurrently herewith each of the other Purchasers is entering into an amendatory agreement which is identical hereto except for the necessary changes in the names of the parties.

2. Parties' Contractual Commitments.

Vermont Yankee and the Purchaser each acknowledge that the other has faithfully performed its obligations under the Power Contract. The Purchaser hereby reconfirms its obligations under the Power Contract and the Additional Power Contract to pay its entitlement percentage of Vermont Yankee's unamortized costs and the decommissioning costs of the Unit as deferred payment in connection with the capacity and net electrical output of the Unit previously delivered by Vermont Yankee and agrees that the decision to sell the Unit as described in Section 1 hereof did not give rise to any cancellation right under Section 9 of the Power Contract or Section 10 of the Additional Power Contract. Vermont Yankee and the Purchaser further agree that the Purchaser shall continue to be entitled and obligated to purchase its entitlement percentage of the aforesaid output and ancillary products available from the Unit during the terms of the Power Contract and Additional Power Contract as hereinafter provided, and to pay a like percentage of Vermont Yankee's costs therefor, and that Vermont Yankee shall continue to be obligated to resell such output and ancillary products to the Purchaser during such terms. Recognizing that the PSA, by transferring ownership and operating responsibility for the Unit, changes the nature of the costs that Vermont Yankee will incur, including those to obtain such output and ancillary products from the Unit of which a portion is being resold hereunder to the Purchaser, Vermont Yankee and the Purchaser further agree that this Amendatory Agreement sets forth the necessary and appropriate provisions for the continuation of the foregoing entitlements and obligations.

Except as expressly modified by this Amendatory Agreement, the provisions of the Power Contract and the Additional Power Contract remain in full force and effect.

3. Effective Date.

Subject to receipt of FERC approval, this 2001 Amendatory Agreement shall become effective on the Closing Date under the PSA (the "Effective Date").

4. Power Contract Amendments.

The Power Contract is hereby amended as follows:

(a) In recognition of the sale of the Unit being effected pursuant to the PSA and the intention of the parties to release Vermont Yankee from any further obligations with respect to operation of the Unit, the text of each of Sections 3, 4, 5, 6, 8, 9 and 10 of the Power Contract is hereby deleted and, in lieu thereof in each instance the words "Intentionally Deleted and This Section Left Blank" shall be inserted; provided, however, that the pre-existing text shall remain in effect for purposes of settling any accounts between the parties for periods prior to the Effective Date.

(b) A new section 10A is hereby inserted immediately following Section 10 to read as follows:

"10A. Definitions.

Unless the context otherwise specifies or requires, capitalized terms not otherwise defined herein shall have the meanings provided in the PPA and each term defined below, when used in this contract, shall have the meaning indicated below:

"Closing" or "Closing Date" means the Closing as defined in the PSA.

"Effective Date" means the Closing Date.

"End of License Term" means March 21, 2012.

"End of Term Date" means the earlier of the End of License Term or the date on which the Unit is permanently removed from service.

"ENVY" means Entergy Nuclear Vermont Yankee, LLC.

"Entitlement percentage" has the meaning provided in Section 1 hereof.

"Future Power" means the aggregate energy, capacity and ancillary products actually produced by, or available from, the Unit in accordance with the PPA.

"NEPOOL Agreement" means the agreement establishing the New England Power Pool, dated September 1, 1971, as amended by the Restated NEPOOL Agreement filed with the Federal Energy Regulatory Commission ("FERC") on

December 31, 1996, as finally approved by FERC and as further amended from time to time.

"Net capacity" means for any period the actual level at which the Unit is operated, less station service use, transformer losses and generator lead losses.

"PPA" means the Power Purchase Agreement, dated August____, 2001, between Vermont Yankee, as buyer, and ENVY, as seller, a complete copy of which is attached hereto as Exhibit B.

"PPA Entitlement Percentage" means the Original Sub-Entitlement or, if applicable, the post-Uprate Sub-Entitlement (as those terms are defined in the PPA) allocated to the Purchaser in accordance with the PPA.

"PSA" means the Purchase and Sale Agreement, dated as of August 15, 2001, among Vermont Yankee, ENVY and Entergy Corporation, as guarantor, as amended from time to time.

"PSA Obligations" means the obligations of Vermont Yankee to ENVY under the PSA, a schedule of which is attached as Exhibit A hereto.

"PSA Transactions" means the conduct of the auction process in 2001 to sell the Unit, the proceedings to obtain regulatory approval of the transactions resulting from such auction, and the services of consultants, advisors and legal counsel with respect thereto.

"Purchasers" means the sponsoring utilities named in Section 1 hereof or their respective successors or assigns.

(c) In recognition of the Purchaser's continuing obligation to reimburse Vermont Yankee for its entitlement percentage of certain of Vermont Yankee's costs as deferred payment for the capacity and net electrical output of the Unit previously delivered by Vermont Yankee and to reflect the change in the manner in which Vermont Yankee will incur costs to supply the Purchaser with its aliquot share of the Future Power to be purchased pursuant to the PPA by Vermont Yankee from ENVY, the provisions of Sections 7 and 7A of the Power Contract are hereby deleted and new Sections 7, 7A, 7B and 7C are inserted in lieu thereof as follows:

"7. Reimbursed Costs

With respect to each month during the balance of the term of this contract, the Purchaser will pay Vermont Yankee an amount equal to the Purchaser's entitlement percentage of each of (A) the portion of Vermont Yankee's Closing Net Unit Investment allocable to such month, if any, together

with one-twelfth of the composite percentage for such month of the net Unit investment as most recently determined in accordance with this Section 7, (B) Vermont Yankee's Total Transaction Costs Obligation for such month, (C) Vermont Yankee's Total Sale Costs Obligation for such month, (D) Vermont Yankee's total operating expenses for such month, (E) Vermont Yankee's PSA Obligations, if any, for such month, (F) Vermont Yankee's Total Revolver Costs for such month, if any, and (G) to the extent not duplicative of any payment made under clause (A) above, the portion of Vermont Yankee's net Unit investment represented by the Purchaser's Equity investment allocable to such month, together with an amount equal to one-twelfth of the equity percentage for such month of the Purchaser's entitlement percentage of the Equity investment, as most recently determined in accordance with this Section 7.

"Composite percentage" shall be computed as of the Effective Date and as of the last day of each month thereafter (the "computation date") and for any month the composite percentage shall be that computed as of the most recent computation date. "Composite percentage" as of a computation date shall be the sum of (i) the equity percentage as of such date multiplied by the percentage which equity investment as of such date is of the total capital as of such date, plus (ii) the stated interest rate per annum of each principal amount of indebtedness bearing a particular rate of interest outstanding on such date for money borrowed from persons other than Purchasers multiplied by the percentage which such principal amount is of total capital as of such date.

"Equity percentage" as of any date shall be whatever percentage may be authorized from time to time by FERC.

"Common stock equity investment" as of any date shall consist of equity investment as of such date less the aggregate par value of all issues of preferred stock outstanding on such date.

"Equity investment" as of any date shall consist of the sum of (i) all amounts theretofore paid to Vermont Yankee for all capital stock theretofore issued (taken at the total par value thereof plus the total of all amounts in an excess of such par value paid thereon); plus all capital contributions, loans and advances theretofore made to Vermont Yankee by the Purchasers, less the sum of any amounts distributed by Vermont Yankee to the Purchasers or stockholders in the form of stock repurchases or redemptions, return of capital or repayments of loans and advances; plus (ii) any credit balance in the capital surplus account (not included under (i)) and in earned surplus account on the books of Vermont Yankee as of such date.

"Total capital" as of any date shall be the equity investment plus the total of all indebtedness then outstanding for money borrowed from other than the Purchasers.

"Uniform System" shall mean the Uniform System of Accounts prescribed by the Federal Power Commission for Class A and Class B Public Utilities and Licensees as in effect on the date of this contract and as said System may be hereafter amended to take account of private ownership of special nuclear material.

Vermont Yankee's "operating expenses" shall include all expenses incurred by Vermont Yankee after the Effective Date (i) for administrative and general expenses which would be properly chargeable by an operating elecric utility, less any applicable credits thereto, in accordance with the Uniform System and (ii)[1] for expenses resulting from the settlement of claims of dissenting shareholders.

The "net Unit investment" shall consist, in each case with respect to the Unit, of (i) the aggregate amount properly chargeable at the time in accordance with the Uniform System of Vermont Yankee's electric plant accounts (including construction work in progress), less the sum of (x) the aggregate amount included in operating expenses from the plant completion date to the date in question on account of depreciation accruals (and amortization, if any, of property losses) reduced by the aggregate of all amounts charged during such period against the accumulated provision for depreciation plus (y) the amount of net available cash; plus (ii) the aggregate amount properly chargeable at the time in accordance with the Uniform System to accounts representing fuel assemblies and components (including nuclear materials) and other materials and supplies, less the balance, if any, at the time of the accumulated amortization thereof; plus (iii) such reasonable allowances for prepaid items and cash working capital as may from time to time be determined by Vermont Yankee; less (z) the net proceeds received from the sale of any assets properly included in said electric plant accounts. However, for purposes of this contract, the net amount included at any date after the plant completion date in net Unit investment under clause (i) of the immediately preceding sentence shall in no event be less than the excess of:

(a) the amount properly chargeable at the plant completion date in accordance with the Uniform System to electric plant accounts (including construction work in progress) with respect to the Unit,

over

(b) the sum of (x) the aggregate minimum amount required by this Section 7 to be included in operating expenses from the plant completion date to the date in question on account of depreciation accruals (and amortization, if any, or property losses) plus (y) the amount of net available cash.

[1] N.B. How do we deal with dissenters' rights this time?

The net Unit investment shall be determined as of the plant completion date and thereafter as of the commencement of each calendar year, or, if Vermont Yankee elects, at more frequent intervals.

"Closing Net Unit Investment" means the amount of net Unit investment determined as of the Effective Date, which amount shall be amortized in equal monthly amounts during the period beginning on the Effective Date and ending on the End of License Term.

"Net available cash" means, at any date as of which the amount thereof is to be determined, the excess of (a) the aggregate amount received by Vermont Yankee after the plant completion date and prior to two years before the determination date as insurance proceeds on account of loss or damage to the Unit or as the proceeds of a sale or condemnation of a portion of the Unit, *over* (b) the aggregate amount expended after the plant completion date and prior to the determination date on account of rebuilding, repairs, replacements and additions to the Unit, provided that insurance proceeds received with respect to a particular loss shall be taken into account for purposes of the foregoing computation only if the amount received with respect to the loss exceeds $150,000.

"Transaction Borrowing" means one or more borrowings by Vermont Yankee to obtain (i) funds, if any, needed to prefund the Decommissioning Funds (as defined in the PSA) as required by Section 6.10 of the PSA (the "Top-Off Debt"), (ii) funds, if any, to redeem its outstanding First Mortgage Bonds and to repay Vermont Yankee's Secured Credit Agreement, dated August 13, 2001, with The Bank of New York, as Agent Bank, in connection with the Closing (the "Pay-Off Debt"),(iii) funds, if any, to defray other closing adjustments in connection with the Closing (the "Closing Expenses"), and (iv) funds, if any, to defray the costs incurred in connection with the pre-2001 efforts to sell the Unit and the PSA Transactions, including the refunding of such costs to the Purchasers to the extent previously billed to, and paid by, the Purchasers (the "Sale Costs"), and one or more subsequent refinancings of the unpaid balances of such borrowings.

"Transaction Costs" means the sum of (a) Top-Off Debt plus (b) the Pay-Off Debt plus (c) plus the Closing Expenses.

"Total Transaction Costs Obligation" for any month shall mean the amount attributable to such month for the payment of principal and interest on the Transaction Costs, calculated on the basis of amortizing such liability in equal monthly amounts over the period from the Effective Date to the End of License Term.

"Short-term Revolver" means one or more borrowings by Vermont Yankee during the term of this contract to obtain funds to meet short-term operating cash needs.

"Total Revolver Costs" for any month means the amount attributable to such month for the payment of principal, interest and other fees, if any, due on the Short-term Revolver.

"Total Sale Costs Obligation" for any month shall mean the amount attributable to such month for the payment of principal and interest on the Sale Costs, calculated on the basis of amortizing such liability in equal monthly amounts over the period from the Effective Date to the End of License Term.

7A. Purchase of Future Power, Delivery and Payments.

(a) Purchase of Future Power: With respect to each month during the period commencing on the Effective Date and ending on the earlier of the End of Term Date or the end of the operative term of this contract, the Purchaser will be entitled and obligated to take its PPA Entitlement Percentage of the Future Power. The Purchaser's PPA Entitlement Percentage of the Future Power will be delivered to and accepted by it at the Producer's Delivery Point (as defined in the PPA). All deliveries will be made in the form of 3-phase, 60 cycle, alternating current at a nominal voltage of 345,000 volts. The Purchaser will make its own arrangements for the transmission of its share of the Future Power. In accordance with the PPA, ENVY will be responsible for maintaining metering and telemetering with respect to the Future Power.

With respect to each month during the aforesaid period, Purchaser will pay Vermont Yankee for the Future Power actually delivered to the Purchaser an amount per megawatt hour based upon the applicable price set forth in the PPA.

(b) Contingent Option to Terminate Purchase. Pursuant to Article 4(c) of the PPA, Vermont Yankee was granted an option to negotiate for release from all or part of its obligations to purchase power under the PPA effective as of February 28, 2005 and a further option to negotiate for release of any balance of such obligations effective December 31, 2007, each such option being exercisable by written notice to the ENVY at least 180 days prior to its effective date (each such notice date being referred to herein as an "exercise date"). Those options affect the Sub-Entitlements of each of the Purchasers. Vermont Yankee hereby grants the Purchaser the right to direct Vermont Yankee to exercise such option with respect to the Purchaser's Sub-Entitlement as follows:

If the Purchaser desires to direct Vermont Yankee to negotiate the release of the Purchaser's Sub-Entitlement under the PPA pursuant to such option, the Purchaser shall give written notice to that effect to Vermont Yankee at least 90 days in advance of the relevant exercise date. Upon receipt of such notice from the Purchaser, Vermont Yankee shall confer with all other Purchasers giving similar notices to ascertain the scope of negotiating discretion granted by such

Purchasers and shall thereafter give timely written notice to the ENVY indicating Vermont Yankee's desire to negotiate the release of the Sub-Entitlements of those Purchasers that have given Vermont Yankee the required notice. Vermont Yankee shall thereafter negotiate in good faith with the ENVY for release of said Sub-Entitlements from the PPA and shall maintain close coordination with the Purchaser and other affected Purchasers to assure that the terms of such release are acceptable. Any final release agreement between Vermont Yankee and the ENVY shall be subject to ratification by each of the Purchasers affected thereby. If the Purchaser fails to ratify the release agreement within the time provided by such agreement, its Sub-Entitlement shall be excluded from the release agreement.

Vermont Yankee and the Purchaser hereby further agree that: (a) after such a release agreement has been ratified by the Purchaser, the Purchaser will pay to Vermont Yankee the Purchaser's proportionate share of the payments, if any, due to the ENVY in connection with such release; and (b) from and after the effective date of any release affecting the Purchaser's Sub-Entitlement Percentage, the Purchaser shall no longer be obligated, pursuant to clause (a) above, to take and pay for any Future Power delivered after such effective date.

(c) ISO Filing. Vermont Yankee agrees to submit this contract to the market system maintained by the Independent System Operator of New England provided for in the NEPOOL Agreement.

(d) Adequate Assurance. In the event that ENVY exercises its right under Article 7(h) to request adequate assurance with respect to Purchaser's PPA Entitlement Percentage of the Future Power, then Vermont Yankee shall be deemed to have commercially reasonably grounds for insecurity concerning Purchaser's ability to perform its obligations under this Section 7A and may provide Purchaser with written notice requesting adequate assurance ("Adequate Assurance") of due performance of Purchaser's obligations under this Section 7A for the benefit of Vermont Yankee and ENVY. Upon receipt of such notice by mail postage prepaid, facsimile, telecopy or hand delivery, Purchaser shall have twelve (12) Business Days to provide such Adequate Assurance to Vermont Yankee and ENVY.

7B. Billing.

Vermont Yankee will submit, by telecopy or other agreeable same day delivery mechanism, to the Purchaser, as soon as practicable after the end of each month, an invoice for the aggregate amount payable by the Purchaser pursuant to Sections 7 and 7A hereof with respect to the particular month. Such bills will be rendered in such detail as the Purchaser may reasonably request and may be rendered on an estimated basis subject to corrective adjustments in subsequent billing periods. All payments shown to be due on such invoice, except amount in

dispute, shall be due and payable by wire transfer per instructions on the invoice on or before the twentieth (20^{th}) day of each month, or if such day is not a Business Day, then on the next Business Day." **[NB: Bruce should we also insert the paragraph from the PPA dealing with disputes? There is nothing in the PKs covering that subject.]**

(d) Section 14 of the Power Contract is hereby amended by adding the following at the end thereof:

"Without limiting the foregoing, (a) Purchaser (or its assigns) may assign its interest under Section 7A of this contract only (i) to a third party that has a credit rating equal to the higher of that of the assignor or of investment grade as determined by a nationally rated service, or (ii) to a single purpose entity whose obligations hereunder are guaranteed by a parent that has such a credit rating, or (iii) in connection with a merger, consolidation or sale of substantially all its assets to another party that has a credit rating at least equal to that of the Purchaser (or its assigns).

The Purchaser hereby consents to Vermont Yankee creating a security interest in its interest in this contract for the benefit of ENVY or the lenders under the Short-term Revolver and agrees that Purchaser's obligations hereunder shall not be affected thereby."

5. Additional Power Contract Amendments.

The Additional Power Contract is hereby amended as follows:

(a) In recognition of the sale of the Unit being effected pursuant to the PSA and, the intention of the parties to release Vermont Yankee from any further obligations with respect to operation of the Unit, the text of each of Sections 3, 4, 5, 6, 8, 9, 10 and 11 of the Additional Power Contract is hereby deleted and, in lieu thereof in each instance the words "Intentionally Deleted and This Section Left Blank" shall be inserted.

(b) A new section 10A is hereby inserted immediately following Section 10 to read as follows:

"10A. Definitions.

Unless the context otherwise specifies or requires, capitalized terms not otherwise defined herein shall have the meanings provided in the PPA and each term defined below, when used in this contract, shall have the meaning indicated below:

"Closing" or "Closing Date" means the Closing as defined in the PSA.

"Effective Date" means the Closing Date.

"End of License Term" means March 21, 2012.

"End of Term Date" means the earlier of the End of License Term or the date on which the Unit is permanently removed from service.

"ENVY" means Entergy Nuclear Vermont Yankee, LLC.

"Entitlement percentage" has the meaning provided in Section 1 hereof.

"Future Power" means the aggregate energy, capacity and ancillary actually produced by, or available from, the Unit in accordance with the PPA.

"Initial Power Contracts" means the several Power Contracts, dated as of February 1, 1968, as amended, between Vermont Yankee and each of the Purchasers.

"NEPOOL Agreement" means the agreement establishing the New England Power Pool, dated September 1, 1971, as amended by the Restated NEPOOL Agreement filed with the Federal Energy Regulatory Commission ("FERC") on December 31, 1996, as finally approved by FERC and as further amended from time to time.

"Net capacity" means for any period the actual level at which the Unit is operated, less station service use, transformer losses and generator lead losses.

"Operative term" has the meaning provided in Section 2 hereof.

"PPA" means the Power Purchase Agreement, dated August ___, 2001, between Vermont Yankee, as buyer, and ENVY, as seller, a complete copy of which is attached hereto as Exhibit B.

"PPA Entitlement Percentage" means the Original Sub-Entitlement or, if applicable, the post-Uprate Sub-Entitlement (as those terms are defined in the PPA) allocated to the Purchaser in accordance with the PPA.

"PSA" means the Purchase and Sale Agreement, dated as of August 15, 2001, among Vermont Yankee, ENVY and Entergy Corporation, as guarantor, as amended from time to time.

"PSA Obligations" means the obligations of Vermont Yankee to ENVY, a schedule of which is attached as Exhibit A hereto.

"PSA Transactions" means the conduct of the auction process, the proceedings to obtain regulatory approval of the transactions resulting from such auction, and the services of consultants, advisors and legal counsel with respect thereto.

"Purchasers" means the sponsoring utilities named in Section 1 hereof or their respective successors or assigns.

(c) Section 2 of the Additional Power Contract is hereby amended in full to read as follows:

"The operative term of this contract shall commence on December 1, 2002 notwithstanding the fact that the Unit has been sold to ENVY and shall terminate 30 days after the date on which the last of the respective financial obligations of Vermont Yankee and the Purchaser which constitute elements of the reimbursed costs calculated pursuant to Section 7 hereof and the purchase price for Future Power calculated pursuant to Section 7A hereof has been extinguished."

(d) In recognition of the Purchaser's continuing obligation to reimburse Vermont Yankee for its aliquot share of certain of Vermont Yankee's costs as deferred payment for the capacity and net electrical output of the Unit previously delivered by Vermont Yankee and to reflect the change in the manner in which Vermont Yankee will incur costs to supply the Purchaser with its entitlement percentage of the Future Power to be purchased pursuant to the PPA by Vermont Yankee from ENVY, the provisions of Section 7 of the Additional Power Contract are hereby deleted and new Sections 7, 7A, 7B and 7C are inserted in lieu thereof as follows:

"7. Reimbursed Costs

With respect to each month during the operative term of this contract, the Purchaser will pay Vermont Yankee an amount equal to the Purchaser's entitlement percentage of each of (A) the portion of Vermont Yankee's Closing Net Unit Investment applicable to such month, if any, together with one-twelfth of the composite percentage for such month of the net Unit investment as most recently determined in accordance with this Section 7, (B) Vermont Yankee's Total Transaction Costs Obligation for such month, (C) Vermont Yankee's Total Sale Costs Obligation for such month, (D) Vermont Yankee's total operating expenses for such month, (E) Vermont Yankee's PSA Obligations, if any, for such month, (F) Vermont Yankee's Total Revolver Costs for such month, if any,

and (G) to the extent not duplicative of any payment made under clause (A) above, the portion of Vermont Yankee's net Unit investment represented by the Purchaser's entitlement percentage of the Equity investment allocable to such month, together with an amount equal to one-twelfth of the equity percentage for such month of the Purchaser's entitlement percentage of the Equity investment, as most recently determined in accordance with this Section 7.

"Composite percentage" shall be computed as of the Effective Date and as of the last day of each month thereafter (the "computation date") and for any month the composite percentage shall be that computed as of the most recent computation date. "Composite percentage" as of a computation date shall be the sum of (i) the equity percentage as of such date multiplied by the percentage which equity investment as of such date is of the total capital as of such date, plus (ii) the stated interest rate per annum of each principal amount of indebtedness bearing a particular rate of interest outstanding on such date for money borrowed from persons other than Purchasers multiplied by the percentage which such principal amount is of total capital as of such date.

"Equity percentage" as of any date shall be whatever percentage may be authorized from time to time by FERC.

"Common stock equity investment" as of any date shall consist of equity investment as of such date less the aggregate par value of all issues of preferred stock outstanding on such date.

"Equity investment" as of any date shall consist of the sum of (i) all amounts theretofore paid to Vermont Yankee for all capital stock theretofore issued (taken at the total par value thereof plus the total of all amounts in an excess of such par value paid thereon); plus all capital contributions, loans and advances theretofore made to Vermont Yankee by the Purchasers, less the sum of any amounts distributed by Vermont Yankee to the Purchasers or stockholders in the form of stock repurchases or redemptions, return of capital or repayments of loans and advances; plus (ii) any credit balance in the capital surplus account (not included under (i)) and in earned surplus account on the books of Vermont Yankee as of such date.

"Total capital" as of any date shall be the equity investment plus the total of all indebtedness then outstanding for money borrowed from other than the Purchasers.

"Uniform System" shall mean the Uniform System of Accounts prescribed by the Federal Power Commission for Class A and Class B Public Utilities and Licensees as in effect on the date of this contract and as said System may be hereafter amended to take account of private ownership of special nuclear material.

Vermont Yankee's "operating expenses" shall include all ordinary and necessary expenses incurred by Vermont Yankee during the term of this contract (i) for administrative and general expenses which would be properly chargeable by an operating electric utility, less any applicable credits thereto, in accordance with the Uniform System and (ii) for expenses resulting from the settlement of claims of dissenting shareholders.

The "net Unit investment" shall consist, in each case with respect to the Unit, of (i) the aggregate amount properly chargeable at the time in accordance with the Uniform System of Vermont Yankee's electric plant accounts (including construction work in progress), less the sum of (x) the aggregate amount included in operating expenses from the plant completion date to the date in question on account of depreciation accruals (and amortization, if any, of property losses) reduced by the aggregate of all amounts charged during such period against the accumulated provision for depreciation plus (y) the amount of net available cash; plus (ii) the aggregate amount properly chargeable at the time in accordance with the Uniform System to accounts representing fuel assemblies and components (including nuclear materials) and other materials and supplies, less the balance, if any, at the time of the accumulated amortization thereof; plus (iii) such reasonable allowances for prepaid items and cash working capital as may from time to time be determined by Vermont Yankee; less (z) the net proceeds received from the sale of any assets properly included in said electric plant accounts. However, for purposes of this contract, the net amount included at any date after the plant completion date in net Unit investment under clause (i) of the immediately preceding sentence shall in no event be less than the excess of:

(a) the amount properly chargeable at the plant completion date in accordance with the Uniform System to electric plant accounts (including construction work in progress) with respect to the Unit),

over

(b) the sum of (x) the aggregate minimum amount required by this Section 7 to be included in operating expenses from the plant completion date to the date in question on account of depreciation accruals (and amortization, if any, or property losses) plus (y) the amount of net available cash.

The net Unit investment shall be determined as of the plant completion date and thereafter as of the commencement of each calendar year, or, if Vermont Yankee elects, at more frequent intervals.

"Closing Net Unit Investment" means the amount of net Unit investment determined as of the Effective Date, which amount shall be amortized in equal monthly amounts during the period commencing on the Effective Date and ending on the End of License Date.

"Net available cash" means, at any date as of which the amount thereof is to be determined, the excess of (a) the aggregate amount received by Vermont Yankee after the plant completion date and prior to two years before the determination date as insurance proceeds on account of loss or damage to the Unit or as the proceeds of a sale or condemnation of a portion of the Unit, *over* (b) the aggregate amount expended after the plant completion date and prior to the determination date on account of rebuilding, repairs, replacements and additions to the Unit, provided that insurance proceeds received with respect to a particular loss shall be taken into account for purposes of the foregoing computation only if the amount received with respect to the loss exceeds $150,000.

"Transaction Borrowing" means one or more borrowings by Vermont Yankee by which Vermont Yankee obtains (i) funds, if any, needed to prefund the Decommissioning Funds (as defined in the PSA) as required by Section 6.10 of the PSA (the "Top-Off Debt"), (ii) funds, if any, to redeem its outstanding First Mortgage Bonds and to repay Vermont Yankee's Secured Credit Agreement, dated August 13, 2001, with The Bank of New York, as Agent Bank, in connection with the Closing (the "Pay-Off Debt"), (iii) funds, if any, to defray other closing adjustments in connection with the Closing (the "Closing Expenses"), and (iv) funds, if any, to defray the costs incurred in connection with pre-2001 efforts to sell the Unit and the PSA Transactions, including the refunding of such costs to the Purchasers to the extent previously billed to, and paid by, the Purchasers (the "Sale Costs"), and one or more subsequent refinancings of the unpaid balances of such borrowings.

"Transaction Costs" means the sum of (a) Top-Off Debt plus (b) the Pay-Off Debt plus (c) the Closing Expenses.

"Total Transaction Costs Obligation" for any month shall mean the amount attributable to such month for the payment of principal and interest on the Transaction Costs, calculated on the basis of amortizing such liability in equal monthly amounts over the period from the Effective Date to the End of License Term.

"Short-term Revolver" means one or more borrowings by Vermont Yankee during the term of this contract to obtain funds to meet short-term operating cash needs.

"Total Revolver Costs" for any month means the amount attributable to such month for payment of principal, interest and other fees, if any, due on the Short-term Revolver.

"Total Sale Costs Obligation" for any month shall mean the amount attributable to such month for the payment of principal and interest on the Sale Costs, calculated

on the basis of amortizing such liability in equal monthly amounts over the period from the Effective Date to the End of License Term.

7A. Purchase of Future Power, Delivery and Payments.

(a) Purchase of Future Power: With respect to each month during the period commencing on December 1, 2002 and ending on the End of Term Date, the Purchaser will be entitled and obligated to take its PPA Entitlement Percentage of the Future Power. The Purchaser's PPA Entitlement Percentage of the Future Power will be delivered to and accepted by it at the Producer's Delivery Point (as defined in the PPA). All deliveries will be made in the form of 3-phase, 60 cycle, alternating current at a nominal voltage of 345,000 volts. The Purchaser will make its own arrangements for the transmission of its shares of the Future Power. In accordance with the PPA, ENVY will be responsible for maintaining metering and telemetering with respect to the Future Power.

With respect to each month during the aforesaid period, Purchaser will pay Vermont Yankee for the Future Power actually delivered to the Purchaser an amount per kilowatt hour based upon the applicable price set forth in the PPA.

(b) Contingent Option to Terminate Purchase. Pursuant to Article 4(c) of the PPA, Vermont Yankee was granted an option to negotiate for release from all or part of its obligations to purchase power under the PPA effective as of February 28, 2005 and a further option to negotiate for release of any balance of such obligations effective December 31, 2007, each such option being exercisable by written notice to the ENVY at least 180 days prior to its effective date (each such notice date being referred to herein as an "exercise date"). Those options affect the Sub-Entitlements of each of the Purchasers. Vermont Yankee hereby grants the Purchaser the right to direct Vermont Yankee to exercise such option with respect to the Purchaser's Sub-Entitlement as follows:

If the Purchaser desires to direct Vermont Yankee to negotiate the release of the Purchaser's Sub-Entitlement under the PPA pursuant to such option, the Purchaser shall give written notice to that effect to Vermont Yankee at least 90 days in advance of the relevant exercise date. Upon receipt of such notice from the Purchaser, Vermont Yankee shall confer with all other Purchasers giving similar notices to ascertain the scope of negotiating discretion granted by such Purchasers and shall thereafter give timely written notice to the ENVY indicating Vermont Yankee's desire to negotiate the release of the Sub-Entitlements of those Purchasers that have given Vermont Yankee the required notice. Vermont Yankee shall thereafter negotiate in good faith with the ENVY for release of said Sub-Entitlements from the PPA and shall maintain close coordination with the Purchaser and other affected Purchasers to assure that the terms of such release are acceptable. Any final release agreement between Vermont Yankee and the ENVY shall be subject to ratification by each of the Purchasers affected thereby.

If the Purchaser fails to ratify the release agreement within the time provided by such agreement, its Sub-Entitlement shall be excluded from the release agreement.

Vermont Yankee and the Purchaser hereby further agree that: (a) after such a release agreement has been ratified by the Purchaser, the Purchaser will pay to Vermont Yankee the Purchaser's proportionate share of the payments, if any, due to the ENVY in connection with such release; and (b) from and after the effective date of any release affecting the Purchaser's Sub-Entitlement Percentage, the Purchaser shall no longer be obligated, pursuant to clause (a) above, to take and pay for any Future Power delivered after such effective date.

(c) ISO Filing. Vermont Yankee agrees to submit this contract to the market system maintained by the Independent System Operator of New England provided for in the NEPOOL Agreement.

(d) Adequate Assurance. In the event that ENVY exercises its right under Article 7(h) to request adequate assurance with respect to Purchaser's PPA Entitlement Percentage of the Future Power, then Vermont Yankee shall be deemed to have commercially reasonably grounds for insecurity concerning Purchaser's ability to perform its obligations under this Section 7A and may provide Purchaser with written notice requesting adequate assurance ("Adequate Assurance") of due performance of Purchaser's obligations under this Section 7A for the benefit of Vermont Yankee and ENVY. Upon receipt of such notice by mail postage prepaid, facsimile, telecopy or hand delivery, Purchaser shall have twelve (12) Business Days to provide such Adequate Assurance to Vermont Yankee and ENVY.

7B. Billing.

Vermont Yankee will submit, by telecopy or other agreeable same day delivery mechanism, to the Purchaser, as soon as practicable after the end of each month, an invoice for the aggregate amount payable by the Purchaser pursuant to Sections 7 and 7B hereof with respect to the particular month. Such bills will be rendered in such detail as the Purchaser may reasonably request and may be rendered on an estimated basis subject to corrective adjustments in subsequent billing periods. All payments shown to be due on such invoice, except amounts in dispute, shall be due and payable by wire transfer per instructions on the invoice on or before the twentieth (20^{th}) day of each month, or if such day is not a Business Day, then on the next Business Day."

(e) Section 15 of the Additional Power Contract is hereby amended by adding the following to the end thereof:

"Without limiting the foregoing, (a) Purchaser (or its assigns) may assign its interest under Section 7A of this contract only (i) to a third party that has a credit rating equal to the higher of that of the assignor or of investment grade as determined by a nationally rated service, or (ii) to a single purpose entity whose obligations hereunder are guaranteed by a parent that has such a credit rating, or (iii) in connection with a merger, consolidation or sale of substantially all its assets, to another party that has a credit rating at least equal to that of the Purchaser (or its assigns). **[Bruce: same question as on page 11]**

The Purchaser hereby consents to Vermont Yankee creating a security interest in its interest in this contract for the benefit of ENVY or the lenders under the Short-term Revolver and agrees that Purchaser's obligations hereunder shall not be affected by thereby."

6. Government Regulation. This Amendatory Agreement and all rights and obligations of the Parties hereunder are subject to all applicable federal, state and local laws and all duly promulgated orders and duly authorized actions of governmental authorities having proper and valid jurisdiction over the terms of this Amendatory Agreement. Purchaser will be obligated to make all payments to Vermont Yankee for purchases at wholesale of capacity, energy and ancillary products hereunder regardless of whether or not the Purchaser is permitted to pass along or recover those payments from its customers. Each of Vermont Yankee and Purchaser shall not propose, advance or support, and shall vigorously oppose and defend against, any action by any legislature, agency, commission, (including the Federal Energy Regulatory Commission), entity or court that would adversely affect the Parties' rights and benefits hereunder and each of Vermont Yankee and the Purchaser will vigorously pursue all actions and remedies to overturn or cure any such action. In addition, the rates, terms, and conditions contained in this Amendatory Agreement are not subject to change under Sections 205 or 206 of the Federal Power Act, as either section may be amended or superseded, absent the mutual written agreement of the Parties or a finding by the Federal Energy Regulatory Commission, that this Amendatory Agreement is not in the public interest.

7. Confidentiality. Except as otherwise required by law or for implementation of this Amendatory Agreement, the Parties must keep confidential the transactions undertaken pursuant hereto; provided, however, that the Purchaser may disclose such information on a confidential basis to third parties in connection with good faith negotiation for the assignment of Purchaser's interests hereunder. Nothing herein shall preclude the Purchaser from disclosing the substance of this Amendatory Agreement to third parties on a confidential basis in connection with the negotiation of the assignment of any of its interests herein. Any information provided by either Party to the other Party pursuant to this Amendatory Agreement and labeled "CONFIDENTIAL" will be used by the receiving Party solely in connection with the purposes of this Amendatory Agreement and will not be disclosed by the receiving Party to any third party, except with the providing Party's consent. This Section 7 of this Amendatory Agreement will not prevent either Party from providing any confidential information received from the other Party to any court or in accordance with a proper discovery request or in response to the reasonable request of any governmental agency with jurisdiction to regulate or investigate the disclosing Party's affairs, provided that, if feasible, the disclosing Party will give prior notice to

the other Party of such disclosure and, if so requested by such other Party, will have used all reasonable efforts to oppose or resist the requested disclosure, as appropriate under the circumstances, or to otherwise make such disclosure pursuant to a protective order or other similar arrangement for confidentiality.

8. Miscellaneous.

(a) Mitigation of Damages. In the event of any default by Purchaser, Vermont Yankee shall have the right to sell the Purchaser's entitlement percentage of any energy and ancillary products and apply the proceeds thereof against the amounts owing from the Purchaser.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective officers hereto duly authorized, as of the date first above written.

VERMONT YANKEE NUCLEAR POWER CORPORATION

By _____
Ross P. Barkhurst
President and Chief Executive Officer

Address: Box 169, Ferry Road
Brattleboro, VT 05301

[SIGNATURE BLOCK FOR PURCHASER]

Exhibit A
to
2001 Amendatory Agreement

PSA Obligations

§2.4	Excluded Liabilities
§6.11(b)	One-time fee due to DOE under the DOE Standard Contract
§6.12	DOE Decontamination and Decommissioning fees
§9.1	Indemnification obligations

Exhibit B
to
2001 Amendatory Agreement

[Attach copy of PPA]

Exhibit K

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of _____, 2002, by and between VERMONT YANKEE NUCLEAR POWER CORPORATION, a Vermont corporation ("Vermont Yankee" or "Debtor") having a principal office at _____ Old Ferry Road, Brattleboro, Vermont 05301, and ENTERGY NUCLEAR VERMONT YANKEE, LLC, a Delaware limited liability company having a principal office at 185 Old Ferry Road, Brattleboro, Vermont 05301 (the "Secured Party").

WITNESSETH:

WHEREAS, Vermont Yankee and the Secured Party have entered into a Purchase and Sale Agreement (the "PSA"), dated as of August 15, 2001, pursuant to which Vermont Yankee agreed to sell and assign to the Secured Party certain assets and liabilities, including Vermont Yankee's operating nuclear powered generating plant (the "Plant"), which transaction is being consummated on the date hereof, and a Power Purchase Agreement (the "PPA"), dated August __, 2001, pursuant to which Vermont Yankee agreed to purchase from the Secured Party certain products to be produced by the Plant after the closing of the sale for resale at wholesale to certain of Vermont Yankee's sponsoring utilities (the "Sponsors"); and

WHEREAS, Vermont Yankee and each of its Sponsors have entered into certain amendatory agreements that modify the Power Contracts and Additional Power Contracts (as defined below) between said parties, which contracts as so modified have been approved by the Federal Energy Regulatory Commission and provide for the resale to such Sponsors of the energy and ancillary products to be purchased by Vermont Yankee pursuant to the PPA and obligate the Sponsors to make certain payments to Vermont Yankee in addition to the power purchase payments, including payments in respect of costs incurred by Vermont Yankee under the PSA; and

WHEREAS, the parties hereto desire that this Security Agreement be entered into for the purpose of securing the interests of the Secured Party under the PSA and PPA.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. *Defined Terms.* The following terms shall have the following meanings, unless the context otherwise requires:

"Additional Power Contracts" means the several separate Additional Power Contracts, dated as of February 1, 1984, as amended by the 2001 Amendatory Agreements, between Vermont Yankee and each of the Sponsors.

"Amended Power Contracts" means the Power Contracts and the Additional Power Contracts, each as amended and in effect from time to time.

"Code" means the Uniform Commercial Code as in effect in the State of Vermont from time to time.

"Collateral" has the meaning set forth in Section 2(a).

"Default" or "Event of Default" means any of the following: (a) failure by any Sponsor to make its monthly payment under its Amended Power Contract when due and such failure continues for three (3) days; (b) failure by Vermont Yankee to make a payment under Section 5 of the PPA when due and such failure continues for three (3) days; (c) failure by Vermont Yankee to pay any PSA Obligation (as defined in the Amended Power Contract) when due and such failure continues for twenty (20) days; (b) filing of a voluntary or involuntary petition by or against Vermont Yankee or any Sponsor seeking reorganization, arrangement, readjustment of its debts or other relief under the Bankruptcy Code, as amended.

"Power Contracts" means the separate Power Contracts dated as February 1, 1968, as amended through the 2001 Amendatory Agreement, between Vermont Yankee and each of the Sponsors

"PPA" has the meaning set forth in the recitals hereto.

"PSA" has the meaning set forth in the recitals hereto.

"Secured Party Obligations" means the payments, if any, owed by Vermont Yankee pursuant to Section 5 of the PPA and Sections 2.4, 6.11(b), 6.12 and 9.1(b) of the PSA, if any.

"Secured Party Payments" means the portion of each monthly payment owed by Sponsors to Vermont Yankee pursuant to (i) clause (E) of Section 7(a) of each of the Amended Power Contracts and described therein as "Vermont Yankee's PSA Obligations, if any, for such month" and (ii) Section 7A(a) of each Amended Power Contracts and described therein as "Purchase of Future Power";

"Sponsor" means each of Central Vermont Public Service Corporation, Green Mountain Power Corporation, New England Power Company, The Connecticut Light and Power Company, Central Maine Power Company, Public Service Company of New Hampshire, Western Massachusetts Electric Company and Cambridge Electric Company; and "Sponsors" means two or more of the foregoing.

"2001 Amendatory Agreements" means the separate 2001 Amendatory Agreements, dated as of September ___, 2001, between Vermont Yankee and each of the Sponsors.

2. *Grant of Security Interest.* (a) As collateral security for the prompt and complete payment and performance of the Secured Party Obligations, the Debtor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, and hereby grants to the Secured Party a security interest in, all the Debtor's right, title and interest in and to the Secured Party Payments which the Debtor is entitled to receive and collect under each of the Amended Power Contracts (collectively called the "Collateral").

(b) The security interest granted by clause (a) above is and shall be a first priority security interest.

3. *Assignment of Rights, Powers and Privileges.* In addition to the above security interest granted in Section 2 hereof and without limitation of any of the other rights and remedies provided for in this Security Agreement, the Debtor hereby irrevocably assigns and transfers to the Secured Party, absolutely and not merely as collateral security, the right to exercise any and all of the Debtor's rights, remedies, powers and privileges, but none of its obligations, duties or liabilities, with respect to the Secured Party Payments or any other rights, remedies, powers and privileges, under or arising out of the Amended Power Contracts, including, without limitation, the Debtor's right and/or power to (a) take or refrain from taking any action under the Amended Power Contracts, or (b), pursue any right or remedy with respect to any default by the Debtor or any Sponsor. In furtherance of the foregoing, and without limiting the generality of the power granted in Section 7(a) hereof, the Debtor hereby irrevocably constitutes and appoints the Secured Party, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Secured Party's discretion, to exercise any and all such rights, remedies, powers or privileges.

4. *Grant of License*. Notwithstanding the foregoing, until notified by the Secured Party of a Default or Event of Default under this Security Agreement, the Debtor shall have a revocable license to exercise its rights under the Amended Power Contracts, including the collection of the Secured Party Payments.

5. *Liabilities under Agreements.* It is expressly agreed that, anything contained herein to the contrary notwithstanding, (a) Vermont Yankee shall at all times remain liable to observe and perform all of its respective duties and obligations under the PSA, PPA and Amended Power Contracts to the same extent as if this Security Agreement had not been executed; (b) the exercise by the Secured Party of any of the rights assigned hereunder shall not release the Debtor or any Sponsor from any of their respective duties or obligations under the Amended Power Contracts; and (c) the Secured Party shall not have any obligations or liability under the Amended Power Contracts by reason of or arising out of this Security Agreement or the receipt by the Secured Party of any payment under the Amended Power Contracts, nor shall the Secured Party be obligated to perform or fulfill any of the duties or obligations of the Debtor under the Amended Power Contracts or to make any payments thereunder, or to make any inquiry as to the nature or sufficiency of any payment received by it thereunder, or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. *Covenants.* The Debtor covenants and agrees with the Secured Party that from and after the date of this Security Agreement and until the Secured Party Obligations are fully satisfied:

(a) *Further Documentation*. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Debtor, the Debtor will promptly and

duly execute and deliver any and all documents and take such further action as the Secured Party may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. The Debtor also hereby authorizes the Secured Party to file any such financing or continuation statements without the signature of the Debtor to the extent permitted by applicable law.

(b) *Maintenance of Records.* The Debtor will keep and maintain at its own cost and expense records satisfactory to the Secured Party of the Collateral including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. The Debtor will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interest granted hereby. For the Secured Party's further security, the Debtor agrees that the Secured Party shall have access to all of the Debtor's books and records pertaining to the Collateral during the term of this Security Agreement and the Debtor shall deliver and, upon the occurrence and continuance of a Default hereunder, turn over any such books and records to the Secured Party or its representatives at any reasonable time on demand of the Secured Party. The Secured Party and the Debtor shall have the right at all reasonable times to inspect and copy such books and records which are in the possession of the other.

(c) *Indemnification.* In any suit, proceeding or action brought by the Secured Party under the PPA or Amended Power Contracts for any sum owing thereunder, or to enforce any provisions thereof, the Debtor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by the Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee from the Debtor.

7. *Secured Party's Appointment as Attorney-in-Fact*. (a) The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable in the judgment of the Secured Party to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Debtor without notice to or assent by the Debtor, to do the following:

(i) upon the occurrence and continuance of a Default, to ask, demand, collect, receive and give acquittances and receipts for any and all monies due and to become due, or any performance to be rendered, under the Amended Power Contracts, PSA or PPA and, in the name of the Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of monies due under Amended Power Contracts, PSA or PPA with respect to the Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any all such monies due or securing any performance to be rendered under the Amended Power Contracts, PSA or PPA;

(ii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral;

(iii) upon the occurrence and continuance of any Default, (A) to direct any party liable for any payment or performance under any of the Amended Power Contracts to make payment of any and all monies due and to become due thereunder with respect to the Collateral or to render any performance provided for therein directly to the Secured Party or as the Secured Party shall direct; (B) to receive payment of and receipt for any and all monies and other amounts due and to become due at any time with respect to the Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof or Proceeds relating thereto and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral (it being understood that Debtor shall have the right to participate in the defense of any suit, action or proceeding); (E) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the security interest purported to be created therein in favor of the Secured Party, in order to effect the intent of this Security Agreement, all as fully and effectively as the Debtor might do.

The power of attorney under this Security Agreement is a power coupled with an interest and shall be irrevocable.

(b) The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor or any Sponsor or, except as otherwise agreed to by the Secured Party, any other party for any act or failure to act, except for its gross negligence or willful misconduct, unless a higher standard is imposed by law.

8. *Performance by Secured Party of Debtor's Obligations*. If the Debtor fails to perform or comply with any of its agreements contained herein, in the PSA, PPA or Amended Power Contracts, and the Secured Party, as provided for by the terms of this Security Agreement, itself performs or complies, or otherwise causes performance or compliance, with such agreements, the reasonable expenses of the Secured Party incurred in connection with such performance or compliance, shall be payable by the Debtor to the Secured Party on demand and until such payment shall constitute obligations secured hereby.

9. *Remedies, Rights Upon Default*. (a) If an Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Party Obligations, all rights and remedies of a secured party under the Code.

(b) The Debtor also agrees to pay all reasonable costs of the Secured Party, including attorneys' fees and expenses, incurred with respect to the collection of any of the Secured Party Obligations and the enforcement of the Secured Party's rights hereunder.

(c) Except as otherwise expressly provided in Section 9 (a) above, the Debtor hereby waives presentment, demand, or protest (to the extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

10. *Limitation on Secured Party's Duty in Respect of Collateral*. Beyond the safe custody thereof, the Secured Party shall not have any duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of it or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

11. *Notices*. Any notice to the Secured Party hereunder shall be deemed to have been duly given when delivered or when deposited in the mail, first class postage prepaid, addressed: if to the Secured Party, at

If to Secured Party, at

Entergy Nuclear Vermont Yankee, LLC

with copy to:

_____
_____
_____

If to Vermont Yankee, at

Vermont Yankee Nuclear Power Corporation
_____
_____

with copy to:

Downs Rachlin & Martin PLLC
90 Prospect Street
P.O. Box 99
St. Johnsbury, VT 05819
Attention: Nancy S. Malmquist, Esq.

12. *Severability*. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and to this end, the provisions of this Security Agreement are deemed severable. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. *No Waiver; Cumulative Remedies; Amendments*. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or privilege hereunder preclude any other or further exercise thereof, nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Secured Party.

14. *Successors and Assigns; Governing Law*. This Security Agreement and all obligations of the Debtor hereunder shall be binding upon the successors and assigns of the Debtor, and shall inure to the benefit of the Secured Party and its respective successors and

assigns. This Security Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Vermont.

15. *Financing Statement*. A carbon, photographic, or other reproduction of this Security Agreement is sufficient as a financing statement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have each caused this Security Agreement to be executed by its duly authorized officer on the date first set forth above.

ENTERGY NUCLEAR VERMONT YANKEE, LLC

By _____

VERMONT YANKEE NUCLEAR POWER CORPORATION

By _____

REDACTED
Enclosure 5

Operating Agreement

ENCLOSURE 6

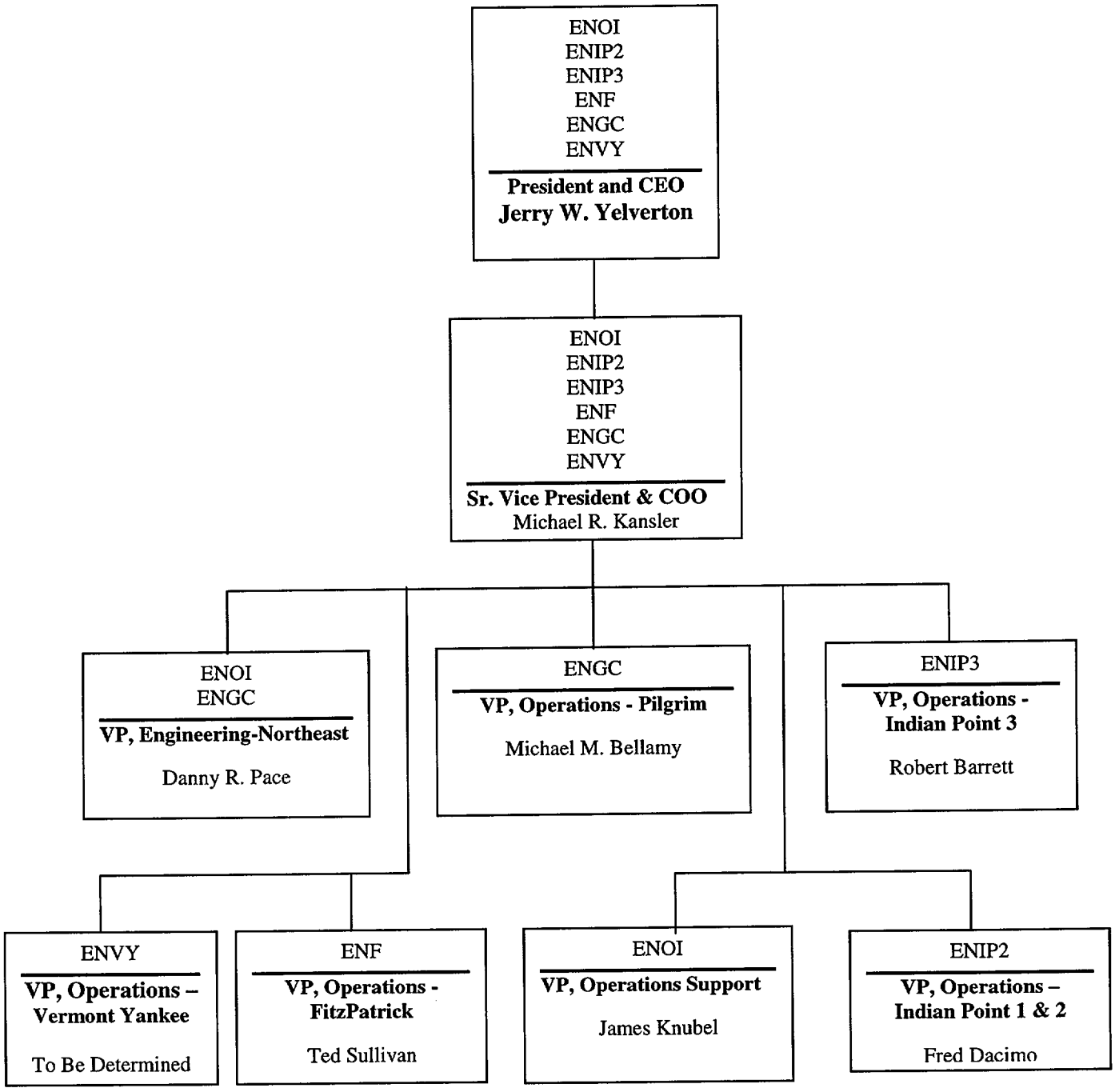
Organization Chart of Entergy non-Regulated Nuclear Organization

Legal Structure of Entergy Nuclear Non-Regulated Business

Resumes of Jerry Yelverton, Mike Kansler and George Davis

ENTERGY NUCLEAR ORGANIZATIONAL CHART

Non-Regulated



OPERATOR

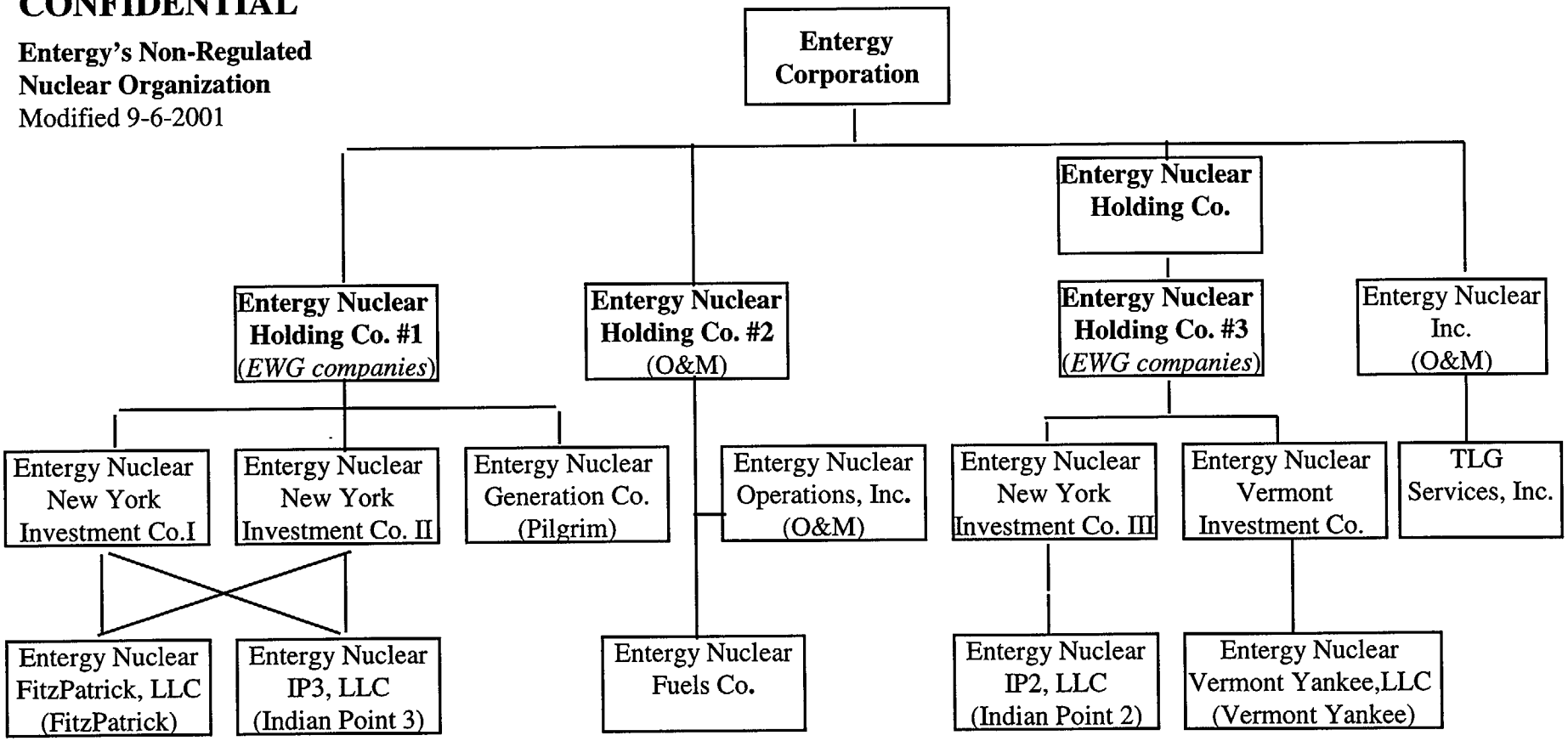
ENOI Entergy Nuclear Operations, Inc.

OWNERS

ENIP2 Entergy Nuclear Indian Point 2, LLC
ENIP3 Entergy Nuclear Indian Point 3, LLC
ENF Entergy Nuclear FitzPatrick, LLC
ENGC Entergy Nuclear Generating Company
ENVY Entergy Nuclear Vermont Yankee, LLC

CONFIDENTIAL

Entergy's Non-Regulated Nuclear Organization
Modified 9-6-2001



Exempt Wholesale Generator (EWG)
Operations and Maintenance (O&M)

Jerry W. Yelverton
President and CEO

Yelverton is chairman and chief executive officer for Entergy's nuclear businesses. Entergy, through subsidiary Entergy Operations, operates five nuclear units in its retail electric service area: two-units at Arkansas Nuclear One and single units at Grand Gulf Nuclear Station, River Bend Station, and Waterford 3. Through subsidiary Entergy Nuclear, Entergy is aggressively pursuing nuclear plant acquisitions and offering decommissioning and other management services.

Yelverton oversaw the first completed purchase of a nuclear plant in the U.S. when the Pilgrim Station transaction was completed in July 1999, only eight months after the agreement to purchase was signed. Under his leadership, Entergy Nuclear reached in March 2000 an agreement to purchase the Indian Point 3 and James A. FitzPatrick plants from the New York Power Authority and subsequently completed in November 2000. Entergy Nuclear reached agreement with Consolidated Edison Company of New York, Inc. in November 2000 and that transaction was completed in September 2001. Yelverton is also responsible for contracts for managing decommissioning at Maine Yankee and recently completed activities at Millstone 1, which clearly establish the company as the industry expert in that cycle of nuclear plant life.

In addition to leading all of Entergy's nuclear subsidiaries, Yelverton is also executive vice president and chief nuclear officer of Entergy Services, Inc.

Yelverton is an active alumnus of Texas A&M University, where he earned his bachelor of science degree in nuclear engineering. He is currently a member of the Department of Nuclear Engineering Advisory Council.

Yelverton began his utility career in 1973 with Bechtel Power Corporation, serving in various quality assurance positions at Grand Gulf during the plant's construction phase. He joined the Entergy system in 1979 as nuclear site quality assurance manager at Grand Gulf. He held a number of management positions there, including manager of plant operations and refueling outage director. In 1990 he was named general manager at Arkansas Nuclear One and in 1992 was promoted to vice president, operations at ANO. In 1996 he was promoted to executive vice president and chief operating officer for Entergy Operations. 1999 presented a steady progression of executive title expansions, culminating in the role of chairman and CEO for all of Entergy's nuclear businesses.

Yelverton is a Fall 1998 graduate of the three-month advanced management program at Harvard Business School. In 1983, he earned a senior reactor operator license at Grand Gulf.

Michael R. Kansler
Senior Vice President and COO

Mike Kansler, a 22-year veteran of nuclear power plant management, was named senior vice president and chief operating officer of Entergy's nuclear operations in New York state and the Northeast in January 2000. There, he currently is responsible for the Pilgrim Nuclear Station in Plymouth, MA and for decommissioning activities at Millstone 1 near Waterford, CT, and at Maine Yankee plant at Wiscasset, ME. As Senior Vice President and Chief Operating Officer –Northeast of Entergy Nuclear Operations, Inc., he will assume operating responsibility for Indian Point 3 and James A. FitzPatrick after those plants are transferred to Entergy.

Kansler previously served as vice president of operations support for all five of Entergy's nuclear power units in Arkansas, Mississippi and Louisiana. Functions reporting to him included Nuclear Support; Security; Materials, Purchasing and Contracts; Nuclear Safety and Licensing; and Corporate Assessments.

In 1998, Kansler came to Entergy from Virginia Power, where he was Vice President, Nuclear Operations. He held responsibilities for managing the overall operation and maintenance of two twin unit nuclear power stations there. During his tenure, both stations maintained high safety and operating performance records.

Kansler began his professional career as an assistant engineer in 1977 at the Surry Nuclear Station. He participated in the company on-loan program of the Institute of Nuclear Power Operations in Atlanta, GA, in 1985. Kansler became superintendent of maintenance at the North Anna Station in 1986 and station manager at Surry in 1988 before moving to corporate management at Virginia Power as vice president of nuclear services in 1995. At the corporate level, Kansler chaired the nuclear Management Safety Review Committee.

Kansler earned a mechanical engineering degree from Virginia Polytechnic Institute and State University in 1976 and completed the Executive Management Program at Penn State University in 1991. He has held a Senior Reactor Operator license from the U.S. Nuclear Regulatory Commission and is a professional member of the American Society of Mechanical Engineers.

GEORGE W. DAVIS

George W. Davis is the former President and Chief Operating Officer of Boston Edison Company. He served at Edison from 1989 until his retirement in September 1995, filling in succession the positions of Senior Vice President, Nuclear for the Pilgrim Nuclear Power Station and Executive Vice President for the operations of the Company's generating, transmission and distribution systems. Davis was a member of the Company's Board of Directors and the Board of Directors of the Institute of Nuclear Power Operations (INPO). He also served as Chairman of the Executive Committee of the New England Power Pool. Boston Edison is a 4000 employee electric utility with operations in Boston, Massachusetts and surrounding communities.

Prior to joining Edison, Davis served for 34 years in the U. S. Navy, including 25 years of close association with the Navy's nuclear power program. This association involved the operations, maintenance and testing of Navy nuclear propulsion plants, training of nuclear plant operators and supervision of nuclear powered ships at sea. His duty assignments included Commanding Officer of four Navy ships, Deputy Commander for Logistics for NATO forces in southern Europe and Deputy Commander Naval Sea Systems Command for Surface Ship Acquisition and Repair. He concluded his Navy career as the commander of the surface fleet in the Pacific at the rank of Vice Admiral.

Currently, Davis serves on the University of Chicago's Board of Governors for the Argonne National Laboratory and on the Board's Scientific and Technical Advisory Committee. He is the Chairman of the Secretary of the Navy's Board of Advisors to the Superintendent of the Naval Postgraduate School and of the National Nuclear Accrediting Board, an organization responsible for ensuring the training programs for the nation's commercial nuclear power plants meet the industry's standards. Within the electric power industry, Davis is a member of Carolina Power and Light Company's Nuclear Oversight Committee, an advisor to PECO Energy Company's Nuclear Committee of the Board of Directors and Chairman, Nuclear Committee Advisory Team to the Northeast Utility's Board of Trustees.

Davis is a graduate of the United States Naval Academy and holds a Masters of Science degree in Electrical Engineering from the Naval Postgraduate School in Monterey, California.

REDACTED

ENCLOSURE 7

Intercompany Credit Agreements between Entergy Global Investments, Inc., Entergy International Holdings Ltd., LLC and Entergy Nuclear VY, LLC

REDACTED

ENCLOSURE 8

Financial Statements Entergy Global Investments, Inc. and Entergy International Holdings, LLC

REDACTED

ENCLOSURE 9

Financial Projections for Entergy Nuclear
Vermont Yankee

ENCLOSURE 10

Calculation of NRC Minimum and
Decommissioning Funding Requirement

Vermont Yankee Decommissioning Fund
Calculation
(Waste Vendor)

Decommissioning Waste Burial Costs Updated for BLS Second Quarter -
August 2001 Preliminary Numbers

In accordance with 10CFR50.75, the minimum decommissioning funds for Vermont Yankee are determined as follows:

MWt = 1593

Base Cost (1986 Dollars) = 104 + 0.009 * P

= 104 + 0.009 * 1593

= **118.337**

LLW Burial/Disposition Cost Adjustment = Bx (Vendor)
From NUREG-1307, Rev. 9, Table 2.1 Bx = **8.189**

Labor Adjustment Factor (Lx) for the Northeast Region
From NUREG-1307, Rev. 9, Table 3.2
Lx = 2nd Q 2001 Bureau of Labor Statistics * Scaling Factor / 1986 Reference Value

Lx = 153.7 * 1.555 / 130.5

Lx = **1.831**

Energy Adjustment Factor associated with decommissioning a BWR
From NUREG-1307, Rev. 9, Section 3.2
Electric Power Factor = Px = Preliminary August 2001 BLS Value / 1986 Reference Value

P_x = 148.8 / 114.2

P_x = 1.303

Light Fuel Oil Factor = Fx = Preliminary August 2001 BLS Value / 1986 Reference Value

F_x = 82.2 / 82.0

F_x = 1.002

Energy Adjustment Factor (BWR) = Ex = $0.54 * P_x + 0.46 * F_x$

= 0.54 * 1.303 + 0.46 * 1.002

= **1.165**

Decommissioning Cost (2001 Dollars)

= 1986 $ Cost * ($A*L_x + B*E_x + C*B_x$)

where A is the fraction of the 1986 $ Cost attributable to Labor (0.65)
B is the fraction of the 1986 $ Cost attributable to Energy (0.13)
C is the fraction of the 1986 $ Cost attributable to Waste Burial (0.22)

= 118.337 * (1.190 + 0.151 + 1.802)

372.0 Million Dollars

Decommissioning Funding Requirements

$ in Millions

	Decommissioning Costs Escalated at 3.09%	Funding Required Assuming A Discount Rate of 5.09%
Sept. 01	$372.00	$304.00
Sept. 02	$383.50	$319.50
Sept. 03	$395.30	$335.80
Sept. 04	$407.60	$352.90
Sept. 05	$420.20	$370.80
Sept. 06	$433.10	$389.70
Sept. 07	$446.50	$490.50
Sept. 08	$460.30	$430.40
Sept. 09	$474.50	$452.30
Sept. 10	$489.20	$475.30
Sept. 11	$504.30	$499.50
March, 2012	$512.10	$512.10