



**Entergy
Operations**

Entergy Operations, Inc.
P.O. Box 1376
Russellville, AR 72801
Tel 501-964-3100

February 8, 1991

0CAN029108

U. S. Nuclear Regulatory Commission
Document Control Desk
Mail Station P1-137
Washington, DC 20555

SUBJECT: Arkansas Nuclear One - Units 1&2
Docket Nos. 50-313 and 50-368
License Nos. DPR-51 and NPF-6
Proof of Financial Protection

Gentlemen:

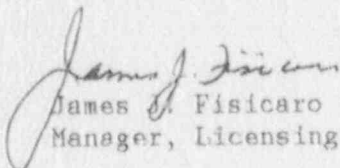
As required by 10CFR140.15(a)(1) and 10CFR140.15(e), attached are certified true copies of Arkansas Nuclear One's (ANO) current liability insurance endorsements which are being submitted to the Commission as proof of financial protection.

Attachment A contains endorsements which reflect 1991 nuclear liability insurance coverage. Attachment B contains Financial Protection endorsements which amended the Secondary Financial Protection certificates with respect to:

- the inclusion of Entergy Operations, Inc.;
- an increase in the maximum retrospective premium to amounts mandated by the Price-Anderson Act; and
- a change to the waiver of defenses endorsement to reflect environmental coverage.

Should you have any questions regarding this submittal, do not hesitate to contact my office.

Very truly yours,


James J. Fisicaro
Manager, Licensing

JJF/SAB/sgw
Attachments

9102210229 910208
PDR ADOCK 05000313
PDR

M001
111

U. S. NRC

February 8, 1991

Page 2

cc: Thomas W. Alexion
NRR Project Manager,
Region IV/ANO-1
U. S. Nuclear Regulatory Commission
NRR Mail Stop 11-B-19
One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852

Mr. Robert Martin
U. S. Nuclear Regulatory Commission
Region IV
611 Ryan Plaza Drive, Suite 1000
Arlington, TX 76011

Ms. Sheri Peterson
NRR Project Manager, Region IV/ANO-2
U. S. Nuclear Regulatory Commission
NRR Mail Stop 11-B-19
One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852

NRC Senior Resident Inspector
Arkansas Nuclear One - ANO-1 & 2
Number 1, Nuclear Plant Road
Russellville, AR 72801

ATTACHMENT - A

- Facility Form

ANI Policy No. NF-210, Endorsement No. 93
MAELU Policy No. MF-74, Endorsement No. 82

- Facility Worker Form

ANI Policy No. NW-116, Endorsement No. 9
MAELU Policy No. MW-47, Endorsement No. 9

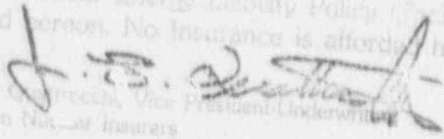
- Secondary Financial Protection

ANI Policy No. N-48 and N-68, Endorsement No. 21
MAELU Policy No. M-48 and M-68, Endorsement No. 21

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$504,659.00**
2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **\$381,216.00**

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


John L. C. Proctor, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

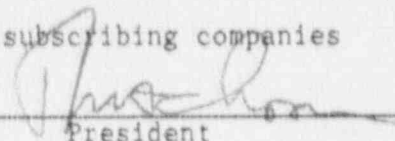
To form a part of Policy No. NF-0217

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

Date of Issue: December 11, 1990

For the subscribing companies

By



President

Endorsement No: 93

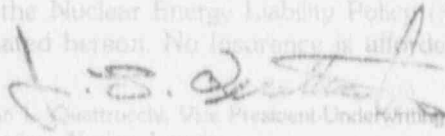
Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$146,514.00**

2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **\$110,676.00**

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


John S. Quattrone, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

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

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

Date of Issue: **December 11, 1990**

For the subscribing companies

By 

Endorsement No: **82**

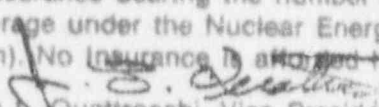
Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$35,805.00**

2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$28,644.00**

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


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

Effective Date of this Endorsement: January 1, 1991 (12:01 A.M. Standard Time) To form a part of Certificate No. NW-0116

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

Date of Issue: November 29, 1990

For the subscribing companies

By



President

Endorsement No: 9

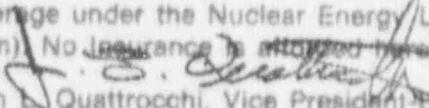
Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: \$10,395.00

2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: \$8,316.00

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


John B. Quattrocchi, Vice President Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW-0047

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

Date of Issue: November 29, 1990

For the subscribing companies

By

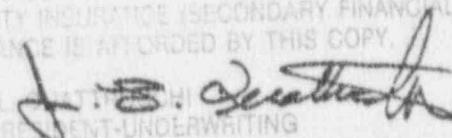
Countersigned by

Endorsement No: 9

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ANNUAL PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5,813.00

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


JOHN L. MATTIOLI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

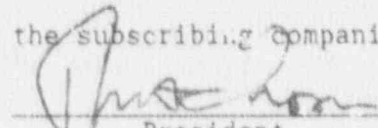
To form a part of Certificate No. N -0048

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

Date of Issue: November 21, 1990

For the subscribing companies

By



President

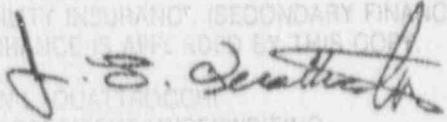
Endorsement No: 21

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ANNUAL PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: \$5,813.00

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


JOHN S. SCATENA
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. N -0068

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

Date of Issue: November 21, 1990

For the subscribing companies

By



President

Endorsement No: 21

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$1,687.00

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


JOHN L. QUATTRONE
VICE PRESIDENT UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. M -0048

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

Date of Issue: November 21, 1990

For the subscribing companies

By 

Endorsement No: 21

Countersigned by _____

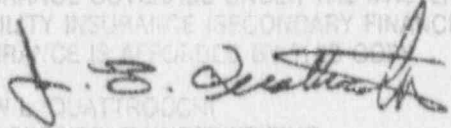
NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$1,687.00

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


JOHN J. LATROCZY
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

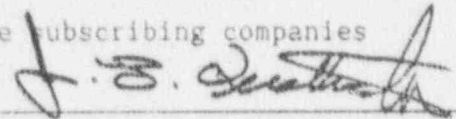
To form a part of Certificate No. M -0068

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

Date of Issue: November 21, 1990

For the subscribing companies

By



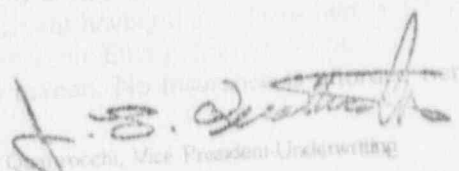
Endorsement No: 21

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$504,659.00**
2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: **\$381,216.00**

This is to certify that this is a true copy of the original Endorsement and hereby certifies that the same is made part of the policy as described herein and as described hereunder.


John E. Quinonez, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

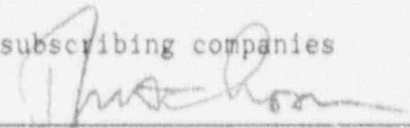
To form a part of Policy No. **NF-0210**

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

Date of Issue: **December 11, 1990**

For the subscribing companies

By



President

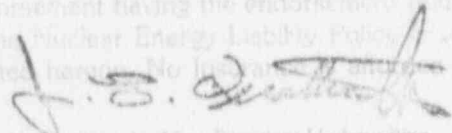
Endorsement No: **93**

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: \$146,514.00
2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is: \$110,676.00

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


John L. Quattricchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Policy No. MF-0074

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

Date of Issue: December 11, 1990

For the subscribing companies

By

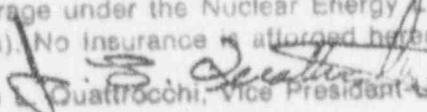
Countersigned by _____

Endorsement No: 82

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$35,805.00**
2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$28,644.00**

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


John S. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. NW-0116

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

Date of Issue: November 29, 1990

For the subscribing companies

By



President

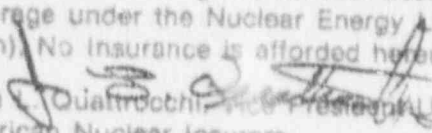
Endorsement No: 9

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ADVANCE PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$10,395.00**
2. **STANDARD PREMIUM AND RESERVE PREMIUM:** In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Retrospective Rating Plan, the Standard Premium is said Advance Premium and the estimated Reserve Premium element of the Standard Premium is: **\$8,316.00**

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


John Quattrochi, Vice President Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. MW-0047

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

Date of Issue: November 29, 1990

For the subscribing companies

By 

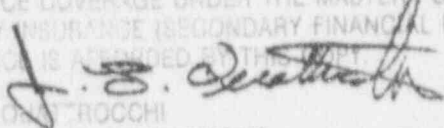
Endorsement No: 9

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ANNUAL PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5,813.00

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


JOHN L. DISTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

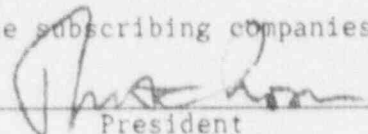
To form a part of Certificate No. N -0048

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

Date of Issue: November 21, 1990

For the subscribing companies

By



President

Endorsement No: 21

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ANNUAL PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. ANNUAL PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: \$5,813.00

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

J. E. Seratich
JOHN E. SERATICH
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. N -0068

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

Date of Issue: November 21, 1990

For the subscribing companies

By

John Seratich
resident

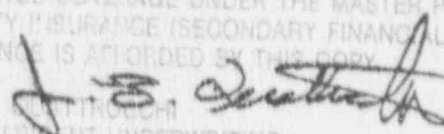
Endorsement No: 21

Countersigned by _____

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ANNUAL PREMIUM ENDORSEMENT
CALENDAR YEAR 1991

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: **\$1,687.00**

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


JOHN L. INOUCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

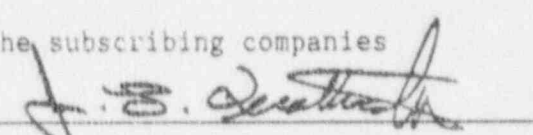
To form a part of Certificate No. M -0048

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

Date of Issue: November 21, 1990

For the subscribing companies

By



Endorsement No: 21

Countersigned by _____

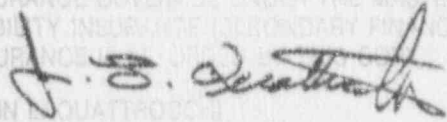
NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ANNUAL PREMIUM ENDORSEMENT

CALENDAR YEAR 1991

1. **ANNUAL PREMIUM:** It is agreed that the Advance Premium due the companies for the period designated above is: \$1,687.00

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


JOHN B. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement: January 1, 1991
(12:01 A.M. Standard Time)

To form a part of Certificate No. M -0068

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

Date of Issue: November 21, 1990

For the subscribing companies

By 

Endorsement No: 21

Countersigned by _____

ATTACHMENT - B

- Facility Form

ANI Policy No. 210, Endorsement Nos. 87-92

MAELU Policy No. MF-74, Endorsement Nos. 76-81

- Secondary Financial Protection

Certificates N-48 and N-68, Endorsement Nos. 17, 18, 19 and 20

Certificates M-48 and M-68, Endorsement Nos. 17, 18, 19 and 20

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.

3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because

of bodily injury or property damage to which the policy applies as proof of financial protection.

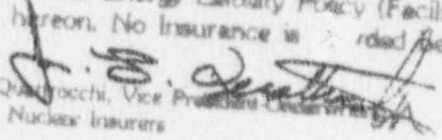
5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

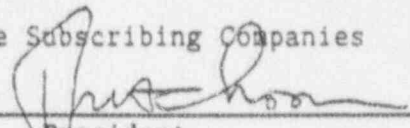
"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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


John L. Quatrocci, Vice President
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies
By 
President

Endorsement No. 87 Countersigned by _____

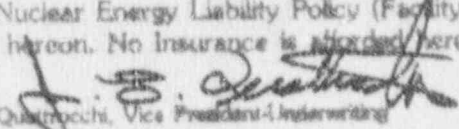
Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

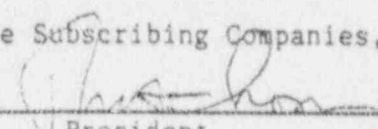
- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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


John L. Quatrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,
by 
President

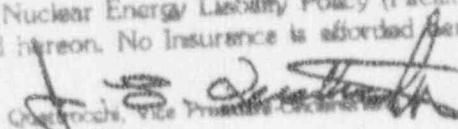
Endorsement No. 88 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Restriction of Companies Obligation to Defend,
Investigate, Negotiate or Settle Any Claim or Suit
(Section 170 O. of the Atomic Energy
Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 O. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 O.

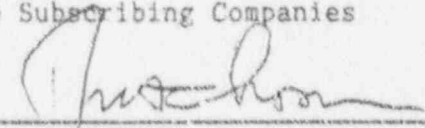
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.


John L. Greenbrooks, Vice President
American Nuclear Insurers

Effective Date of
this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

By 
PRESIDENT

Endorsement No. 89 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant:

- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury, property damage or environmental damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial protection.

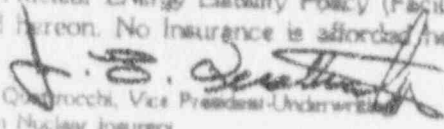
5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

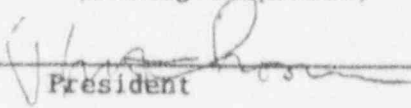
"claimant" means the person or organization actually sustaining the bodily injury, property damage or environmental damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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


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

Effective Date of
this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Contributing Companies,
By 
President

Endorsement No. 90 Countersigned by _____

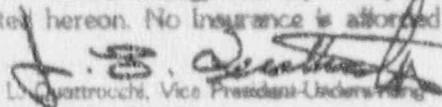
Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33c with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

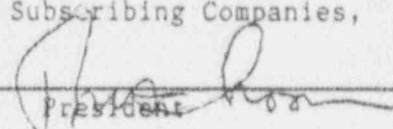
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.


John L. Quattrouchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,

By 
President

Endorsement No. 91 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT
(Facility Form)

It is agreed that:

1. INSURING AGREEMENT I is replaced by the following:

I COVERAGE A - LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage, or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING AGREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage;
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs;
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations; or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 2.

Subject to INSURING AGREEMENT IV, the companies shall pay, with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein;

- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;
- (3) reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility; nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2. INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (b) any other person or organization with respect to his legal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (b) above does not include as an insured the United States of America or any of its agencies, except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

3. INSURING AGREEMENT III is replaced by the following:

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person.

"covered damages" means damages because of bodily injury or property damage to which this policy applies; but covered damages do not include environmental cleanup costs or on-site cleanup costs.

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident; but covered environmental cleanup costs do not include on-site cleanup costs.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is on, above or below the surface of the ground.

"environmental damage" means contamination of the environment by nuclear material.

"environmental protection obligations" include all obligations of any person or organization

- (1) relating to the protection of the environment from contamination or imminent danger of contamination, and
- (2) imposed by any governmental laws, regulations or ordinances.

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"governmental" refers to federal, state and local governments and authorities, including courts, agencies and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility,

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- (1) the nuclear material is at the facility or has been discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other person or organization, or
- (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or

- (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- (1) any nuclear reactor,
- (2) any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing spent fuel, or
 - (c) handling, processing or packaging waste,
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or below the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger or contamination.

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon; but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary storage incidental thereto.

"waste" means any waste material

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.

4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

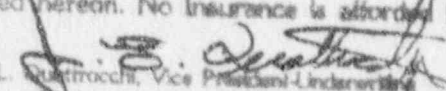
IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

- (1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making such a defense, the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.
 - (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
 - (3) The companies' share of defense costs shall not exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
 - (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 6. EXCLUSION (f) is replaced by the following exclusion:
[This policy does not apply:]
(f) to on-site property damage;
 7. In CONDITION 3, and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage"; and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damage."
 9. In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."

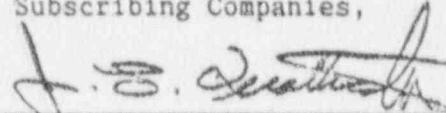
10. This endorsement applies to all claims for damages, costs, expenses or relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

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


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

Effective Date of
this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,
By 

Endorsement No. 92 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.


5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

This is to certify that this is a true copy of the original
Policy and having been reviewed and being made part
of the Atomic Energy Liability Policy (Facility Form) as des-
cribed herein. No insurance is afforded by reason of



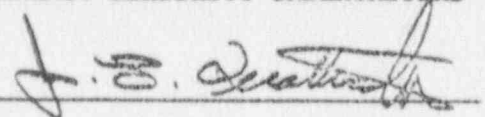
John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 76 Countersigned by _____

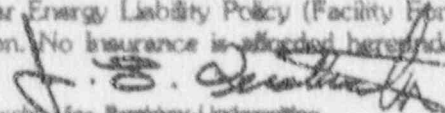
Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT ME-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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

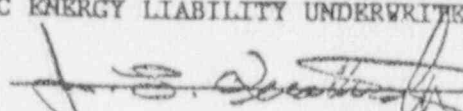

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurance

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By 

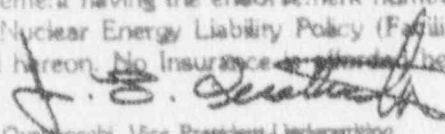
Endorsement No. 77 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Restriction of Companies Obligation to Defend,
Investigate, Negotiate or Settle Any Claim or Suit
(Section 170 O. of the Atomic Energy
Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 O. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 O.

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

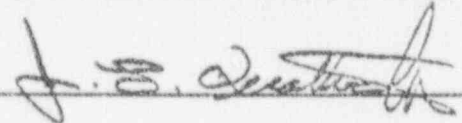

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. MF-74
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Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 78 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.

3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury, property damage or environmental damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial protection.

5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury, property damage or environmental damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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

J. E. Quenocchi
John L. Quenocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74

12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By *J. E. Quenocchi*

Endorsement No. 79

Countersigned by _____

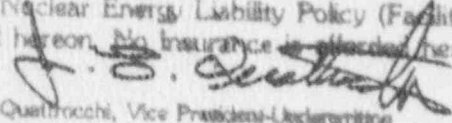
Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33c with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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


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

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 80 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT
(Facility Form)

It is agreed that:

1. INSURING AGREEMENT I is replaced by the following:

I COVERAGE A - LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage, or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING AGREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage;
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs;
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations; or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 3.

Subject to INSURING AGREEMENT IV, the companies shall pay, with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein;

- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;
- (3) reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility; nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2. INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (b) any other person or organization with respect to his legal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (b) above does not include as an insured the United States of America or any of its agencies, except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

3. INSURING AGREEMENT III is replaced by the following:

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person.

"covered damages" means damages because of bodily injury or property damage to which this policy applies; but covered damages do not include environmental cleanup costs or on-site cleanup costs.

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident; but covered environmental cleanup costs do not include on-site cleanup costs.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is on, above or below the surface of the ground.

"environmental damage" means contamination of the environment by nuclear material.

"environmental protection obligations" include all obligations of any person or organization

- (1) relating to the protection of the environment from contamination or imminent danger of contamination, and
- (2) imposed by any governmental laws, regulations or ordinances.

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"governmental" refers to federal, state and local governments and authorities, including courts, agencies and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility,

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- (1) the nuclear material is at the facility or has been discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other person or organization, or
- (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or

- (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- (1) any nuclear reactor,
- (2) any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing spent fuel, or
 - (c) handling, processing or packaging waste,
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for,

cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or below the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of contamination.

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon; but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary storage incidental thereto.

"waste" means any waste material

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.

4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

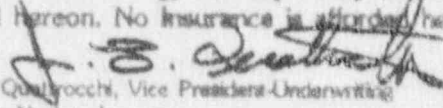
IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

- (1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making such a defense, the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.
 - (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
 - (3) The companies' share of defense costs shall not exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
 - (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 6. EXCLUSION (f) is replaced by the following exclusion:
[This policy does not apply:]
(f) to on-site property damage;
 7. In CONDITION 3, and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage"; and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damage."
 9. In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."

10. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

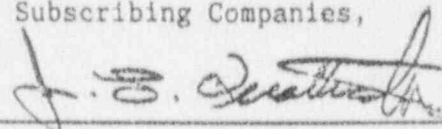
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John L. Quattrone, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,

By 

Endorsement No. 81 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

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

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

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. N-48
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By *W. S. ...*
President

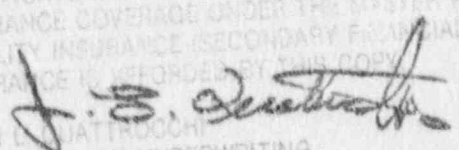
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage, or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

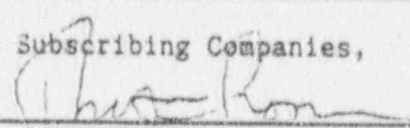
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INSURANCE IS RECORDED BY THIS COPY.


JOHN D. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. N-48
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990

For the Subscribing Companies,
By 
PRESIDENT

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION
ENDORSEMENT TO CERTIFICATE NO. _____
FORMING PART OF MASTER POLICY NO. _____
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROVISIONS)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. N-48 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977, are amended as follows:

a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-48.

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No. N-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

By 

PRESIDENT

Endorsement No. 19

Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of its being added as a named insured in Certificate No. N-48 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. N-48, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. N-48 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. N-48 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Blunt
Assistant Secretary

Named Insured:

ENERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
CERTIFICATE OF BOND WHICH DESIGNATED HEREON, FOR
INSURANCE TO BE UNDER THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INDIVIDUAL IS AN AGENT OR EMPLOYEE OF
J. S. Santolucito
JOHN J. SANTOLUCITO
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No N-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies
By [Signature]
PRESIDENT

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

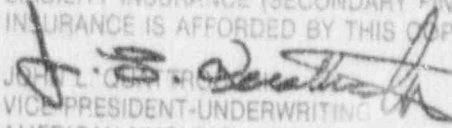
(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

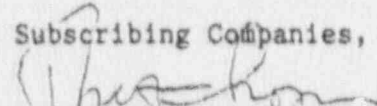
Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

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


JOHN L. GENTRY
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. N-68
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By 
President

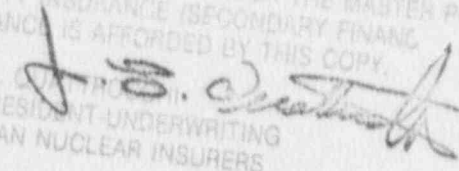
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

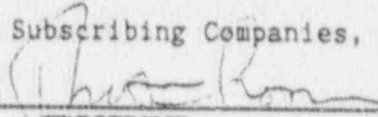
1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

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


JOHN L. O'CONNELL
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. N-68
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By 
PRESIDENT

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. N-68 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978, are amended as follows:

a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-68.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. N-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

By 
PRESIDENT

Endorsement No. 19

Countersigned by _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE ISSUING THE NUMBER DESIGNATED HEREIN, FOR REISSUANCE UNDER THE MASTER POLICY NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION) NO. 1. JONAS V. P. L. AMERICAN NUCLEAR ENERGY

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. N-68 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. N-68, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. N-68 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. N-68 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Blount
Assistant Secretary

Named Insured:

ENERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

THIS IS A TRUE COPY OF THE ORIGINAL
CERTIFICATE AND THE NUMBER DESIGNATED HEREON, FOR
INSURANCE COVERED UNDER THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INDUSTRY IS BEING COVERED BY THIS COPY.
J. B. Deatrich
JOSEPH B. DEATRICH
VICE PRESIDENT UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No N-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies
By [Signature]
PRESIDENT

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

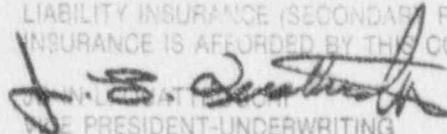
(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$14,883,750.

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


J. B. Quattrock
THE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. M-48
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

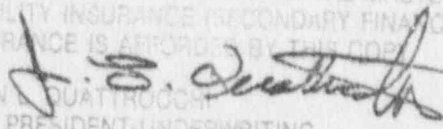
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

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


JOHN J. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. M-48
12:01 A.M. Standard time.

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. M-48 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977, are amended as follows:
 - a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

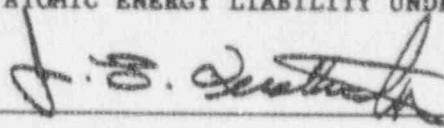
Arkansas Power & Light Company
c/o Entergy Services, ainc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161
 - b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 5.
2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-48.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. M-48
12:01 A.M. Standard Time

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

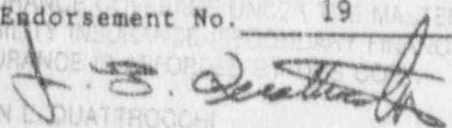
Date of Issue July 11, 1990

For the Subscribing Companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Countersigned by _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON FOR INSURANCE COVERED UNDER MASTER POLICY NO. 1 (NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION)) NO. 19

Endorsement No. 19

JOHN S. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. M-48 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. M-48, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. M-48 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. M-48 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Stewart
Assistant Secretary

Named Insured:

ENERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By [Signature]
(Signature of Officer)

G. E. Harder
Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

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

[Signature]

JOHN L. CANTEROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No M-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [Signature]

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insured's Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

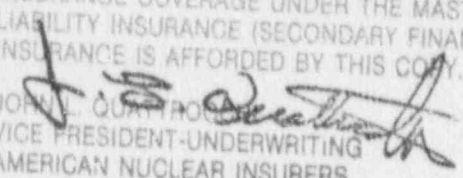
(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$14,883,750.

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

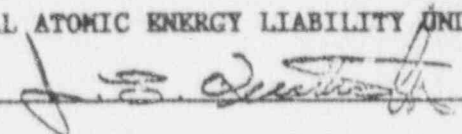

JOHN L. QUATTRO
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. M-68
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

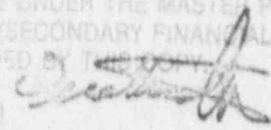
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

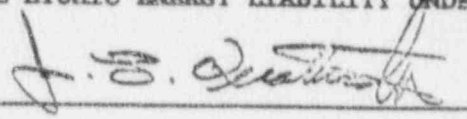
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.


JOHN L. GATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. M-68
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 
Countersigned by _____

Endorsement No. 18

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. M-68 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978, are amended as follows:
 - a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
 c/o Entergy Services, Inc.
 Risk Management Policy
 P. O. Box 61000
 New Orleans, Louisiana 70161

Arkansas Power & Light Company
 c/o Entergy Services, Inc.
 Risk Management Policy
 P. O. Box 61000
 New Orleans, Louisiana 70161
 - b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.
2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-68.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. M-68
 12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies
 MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J.S. DeStefano

Endorsement No. 19

Countersigned by _____

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE ORIGINAL
 POLICY CONTAINING THE NUMBER DESIGNATED HEREON, FOR
 WHICH COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY
 LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO.
 1, WAS ISSUED TO THE ABOVE NAMED INSURED.
 JOHN A. MATTEUCCI
 VICE PRESIDENT UNDERWRITING
 AMERICAN NUCLEAR INSURERS

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. M-68 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Entergy Operations, Inc. and Arkansas Power & Light Company are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. M-68, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. M-68 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. M-68 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Named Insured:

Joseph L. Bennett
Assistant Secretary

ENERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice-President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

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

J. S. DeWitt
JOHN S. DEWITT
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No M-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
By J. S. DeWitt

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.

3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because

of bodily injury or property damage to which the policy applies as proof of financial protection.

5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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

John L. Quatrochi, Vice President
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

By [Signature]
President

Endorsement No. 87 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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

John L. [Signature] Vice President
American Nuclear Insurers

Effective Date of
this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,
by [Signature]
President

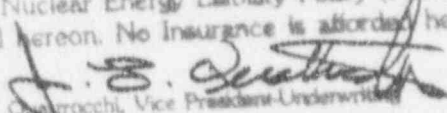
Endorsement No. 88 Co-ntersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Restriction of Companies Obligation to Defend,
Investigate, Negotiate or Settle Any Claim or Suit
(Section 170 O. of the Atomic Energy
Act of 1954, as amended)

Effective August 20, 1988, it is agreed that whenever, pursuant to subsection 170 O. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 O.

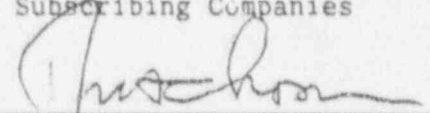
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.


John L. Casarocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. NF-210
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

By 
PRESIDENT

Endorsement No. 89 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility.

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God.
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.

3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury, property damage or environmental damage to which the policy applies under its terms other than this endorsement: provided, however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial protection.

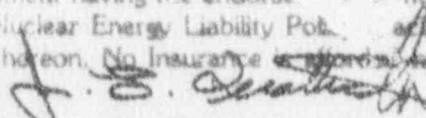
5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

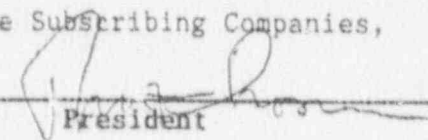
"claimant" means the person or organization actually sustaining the bodily injury, property damage or environmental damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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


John L. Quattricchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,
By 
President

Endorsement No. 90 Countersigned by _____

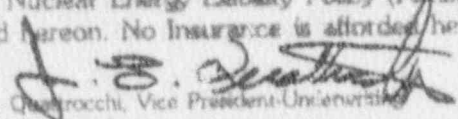
Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33, with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

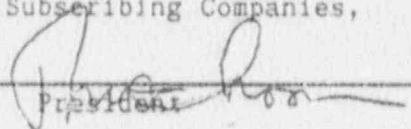
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No insurance is afforded hereunder.


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

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:31 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,

By 
President

Endorsement No 91 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT
(Facility Form)

It is agreed that:

1. INSURING AGREEMENT I is replaced by the following:

I COVERAGE A - LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage, or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING AGREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage;
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs;
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations; or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 3.

Subject to INSURING AGREEMENT IV, the companies shall pay, with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein;

- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;
- (3) reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility; nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2. INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (b) any other person or organization with respect to his legal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (a) above does not include as an insured the United States of America or any of its agencies, except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

3. INSURING AGREEMENT III is replaced by the following:

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person.

"covered damages" means damages because of bodily injury or property damage to which this policy applies; but covered damages do not include environmental cleanup costs or on-site cleanup costs

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident; but covered environmental cleanup costs do not include on-site cleanup costs.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is on, above or below the surface of the ground.

"environmental damage" means contamination of the environment by nuclear material.

"environmental protection obligations" include all obligations of any person or organization

- (1) relating to the protection of the environment from contamination or imminent danger of contamination, and
- (2) imposed by any governmental laws, regulations or ordinances.

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"governmental" refers to federal, state and local governments and authorities, including courts, agencies, and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility,

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- (1) the nuclear material is at the facility or has been discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other person or organization, or
- (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or

- (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- (1) any nuclear reactor,
- (2) any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing spent fuel, or
 - (c) handling, processing or packaging waste,
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for,

cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or below the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of contamination.

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon; but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary storage incidental thereto.

"waste" means any waste material

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.

4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

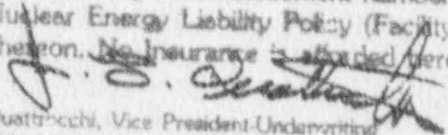
IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

- (1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making such a defense, the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.
 - (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
 - (3) The companies' share of defense costs shall not exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
 - (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 6. EXCLUSION (f) is replaced by the following exclusion:
[This policy does not apply:]
(f) to on-site property damage;
 7. In CONDITION 3, and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage"; and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damage."
 9. In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."

10. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured or or after the effective date of this endorsement stated below.

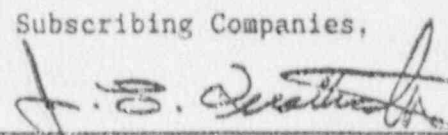
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. ~~No Insurance is afforded hereunder.~~


John L. Quattricchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of
this Endorsement January 1, 1990 To form a part of Policy No. NF-210
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,

By 

Endorsement No. 92 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

Effective August 20, 1988, the named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however, that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy", shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.

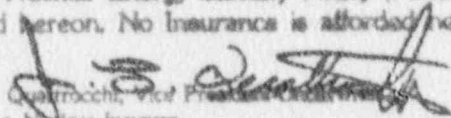
5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury or property damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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

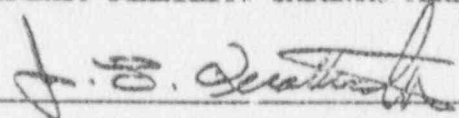

John L. Quattrocchi, Vice President
American Nuclear Insurers

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Company

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 76 Countersigned by _____

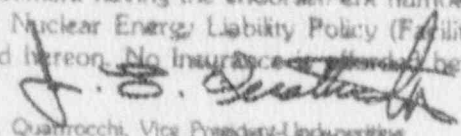
Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

Effective August 20, 1988, it is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT ME-33b with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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

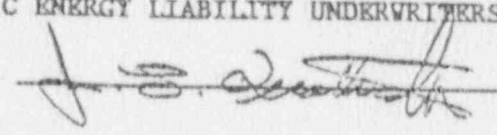

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurance

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

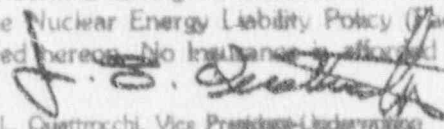
Endorsement No. 77 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Restriction of Companies Obligation to Defend,
Investigate, Negotiate or Settle Any Claim or Suit
(Section 170 O. of the Atomic Energy
Act of 1954, as amended)

Effective August 20, 1988, it is agreed that when, pursuant to subsection 170 O. of the Atomic Energy Act of 1954, as amended, an appropriate U.S. District Court determines that liability from a single nuclear incident may exceed the limit of liability under the applicable limit of liability under subsection 170 e.(1) (A), (B) and (C) of the Atomic Energy Act of 1954, as amended, the companies obligations under Insuring Agreement I, to defend, investigate, negotiate or settle any claim or suit under the policy do not include any obligation that would necessitate or result in the companies incurring legal costs, including costs of initiating, prosecuting, investigating, settling, or defending claims or suits, which are not authorized for payment by a court pursuant to such subsection 170 O.

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


John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurance

Effective Date of this Endorsement August 20, 1988 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 78 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT
(Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of Nuclear Energy Liability Insurance Association agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which
 - (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
 - (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption of risk, and
 - (iv) unforeseeable intervening causes, whether involving the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to
 - (a) bodily injury, property damage or environmental damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any State law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under law.
3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury, property damage or environmental damage to which the policy applies under its terms other than this endorsement: provided, however, that with respect to bodily injury, property damage or environmental damage resulting from an extraordinary nuclear occurrence, the provisions of COVERAGES A and C of the policy providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period shall not operate to bar coverage for bodily injury, property damage or environmental damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty (20) years after the date of the extraordinary nuclear occurrence.

Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under

- (a) the provisions of the policy applicable to the financial protection required of the named insured;
- (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and
- (c) the limit of liability provisions of Subsection 170e. of the Atomic Energy Act of 1954, as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury, property damage or environmental damage to which the policy applies as proof of financial protection.

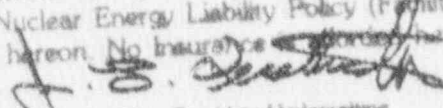
5. As used herein:

"extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended.

"Financial protection" and "nuclear incident" have the meanings given them in the Atomic Energy Act of 1954, as amended.

"claimant" means the person or organization actually sustaining the bodily injury, property damage or environmental damage and also includes his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

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


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

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 79 Countersigned by _____

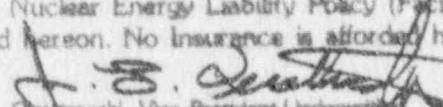
Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

SUPPLEMENTARY ENDORSEMENT
WAIVER OF DEFENSES
REACTOR CONSTRUCTION AT THE FACILITY

It is agreed that in construing the application of paragraph 2(b) of the WAIVER OF DEFENSES ENDORSEMENT NE-33c with respect to an extraordinary nuclear occurrence occurring at the facility, a claimant who is employed at the facility in connection with the construction of a nuclear reactor with respect to which no operating license has been issued by the Nuclear Regulatory Commission shall not be considered as employed in connection with the activity where the extraordinary nuclear occurrence takes place if:

- (1) the claimant is employed exclusively in connection with the construction of a nuclear reactor, including all related equipment and installations at the facility, and
- (2) no operating license has been issued by the Nuclear Regulatory Commission with respect to the nuclear reactor, and
- (3) the claimant is not employed in connection with the possession, storage, use or transfer of nuclear material at the facility.

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

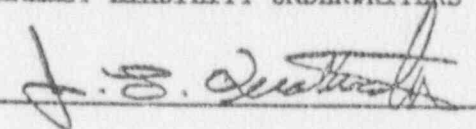

John L. Quattrocchi, Vice President-Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74
12:01 A.M. Standard time

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

Date of issue November 16, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By 

Endorsement No. 80 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDATORY ENDORSEMENT
(Facility Form)

It is agreed that:

1. INSURING AGREEMENT I is replaced by the following:

I COVERAGE A - LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as covered damages because of bodily injury or property damage, or as covered environmental cleanup costs because of environmental damage. This Coverage applies only to bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period.

The companies shall have the right and duty to defend any claim or suit against the insured alleging such injury or damage, and seeking damages or costs which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of the claim or suit as they deem expedient.

The companies' duty to defend shall be limited, as described in INSURING AGREEMENT IV, if the claim or suit also seeks any of the following, which in no event shall be construed as covered by this policy:

- (1) damages for on-site property damage;
- (2) recovery of on-site cleanup costs or any other cleanup costs except covered environmental cleanup costs;
- (3) performance of an insured's environmental protection obligations or on-site cleanup obligations; or
- (4) any other relief or recovery except payment of covered damages or covered environmental cleanup costs.

The companies' duty to defend claims or suits ends when the limit of their liability has been exhausted pursuant to CONDITION 3.

Subject to INSURING AGREEMENT IV, the companies shall pay, with respect to any claim or suit they defend, the costs incurred in the defense, including

- (1) costs taxed against the insured in any such suit and interest on any judgment therein;

- (2) premiums on appeal bonds and bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;
- (3) reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

COVERAGE B - DAMAGE TO PROPERTY OF AN INSURED AWAY FROM THE FACILITY

With respect to property damage caused during the policy period by the nuclear energy hazard to the property of an insured which is away from the facility, to pay to such insured those sums which such insured would have been legally obligated to pay as covered damages therefor, had such property belonged to another.

COVERAGE C - SUBROGATION - OFFSITE EMPLOYEES

With respect to bodily injury caused during the policy period by the nuclear energy hazard to any employee of an insured, and which is discovered and for which written claim is made against the insured, not later than ten (10) years after the end of the policy period, to pay to the workmen's compensation carrier of such insured as follows:

All sums which such carrier would have been entitled to recover and retain as damages from another person or organization, had such person or organization alone been legally responsible for such bodily injury, by reason of the rights acquired by subrogation by the payment of the benefits required of such carrier under the applicable workmen's compensation or occupational disease law. An employer who is a duly qualified self-insurer under such law shall be deemed to be a workmen's compensation carrier within the meaning of this Coverage.

This Coverage does not apply to bodily injury to any person who is employed at and in connection with the facility; nor shall it constitute workmen's compensation insurance as required under the laws of any state.

2. INSURING AGREEMENT II is replaced by the following:

II DEFINITION OF INSURED

The unqualified word "insured" includes (a) the named insured and (b) any other person or organization with respect to his legal responsibility for covered damages or covered environmental cleanup costs because of bodily injury, property damage or environmental damage caused by the nuclear energy hazard.

Subdivision (b) above does not include as an insured the United States of America or any of its agencies, except the Tennessee Valley Authority.

Subject to CONDITION 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

3. INSURING AGREEMENT III is replaced by the following:

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person.

"covered damages" means damages because of bodily injury or property damage to which this policy applies; but covered damages do not include environmental cleanup costs or on-site cleanup costs.

"covered environmental cleanup costs" means only those environmental cleanup costs which are incurred directly for monitoring, testing for, cleaning up, neutralizing or containing environmental damage as the result of an extraordinary nuclear occurrence or a transportation incident; but covered environmental cleanup costs do not include on-site cleanup costs.

"disposal site" means any structure, basin, excavation, premises or place prepared as a dump or site for the disposal of waste materials of a general nature, but which may also be used for the disposal of waste materials containing small amounts of nuclear material.

"environment" includes land, the atmosphere, and all watercourses, bodies of water and natural resources, whether on, above or below the surface of the ground.

"environmental cleanup costs" include all loss, cost or expense arising out of any governmental decree, order or directive (other than an award of covered damages in an action at law) requiring or requesting a person or organization to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination of the environment, whether the contamination is on, above or below the surface of the ground.

"environmental damage" means contamination of the environment by nuclear material.

"environmental protection obligations" include all obligations of any person or organization

- (1) relating to the protection of the environment from contamination or imminent danger of contamination, and
- (2) imposed by any governmental laws, regulations or ordinances.

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"governmental" refers to federal, state and local governments and authorities, including courts, agencies and political subdivisions thereof.

"indemnified nuclear facility" means

- (1) "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or
- (2) any other nuclear facility,

if financial protection is required pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, with respect to any activities or operations conducted thereat.

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material,"

- (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or
- (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material, but only if

- (1) the nuclear material is at the facility or has been discharged or dispersed therefrom without intent to relinquish possession or custody thereof to any other person or organization, or
- (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, or Puerto Rico; or

- (b) international waters or airspace, provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there is no deviation in the course of the transportation for the purpose of going to any other country, state or nation, except for the purpose of going to or returning from a port or place of refuge as the result of an emergency.

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

- (1) any nuclear reactor,
- (2) any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing spent fuel, or
 - (c) handling, processing or packaging waste,
- (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear material" means source material, special nuclear material or byproduct material.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission or a self-sustaining chain reaction or to contain a critical mass of fissionable material.

"on-site cleanup costs" include all loss, cost or expense arising out of on-site cleanup obligations.

"on-site cleanup obligations" include all obligations of any person or organization, imposed by common law or otherwise, to undertake or pay for monitoring, testing for, cleaning up, neutralizing or containing contamination by nuclear material at the facility, whether the material is on, above or below the surface of the ground.

"on-site property damage" includes all property damage to any property at the facility, whether the property is on, above or below the surface of the ground, other than aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicles are not used in connection with the operation of the facility.

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of contamination.

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor.

"the facility" means the facility described in the declarations and includes the location designated in Item 3 of the declarations and all property and operations at such location.

"transportation incident" means a discharge or dispersal of nuclear material from an insured shipment caused by collision or upset of the transporting conveyance, or an accident that breaks open, punctures or ruptures the shipping containers or containment thereon; but only if both the discharge or dispersal and the collision, upset or accident take place away from any nuclear facility and away from any disposal site, and both occur in the course of the transportation, including handling and temporary storage incidental thereto.

"waste" means any waste material

- (1) containing byproduct material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.

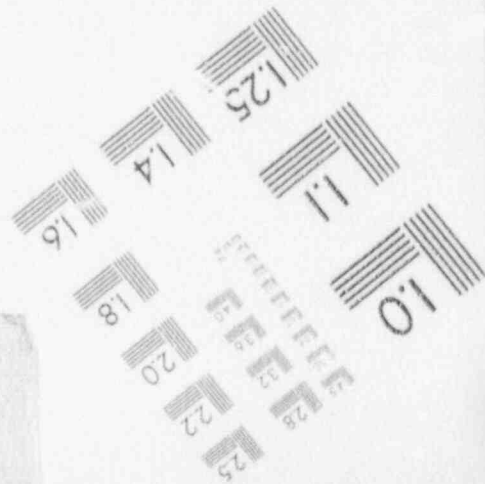
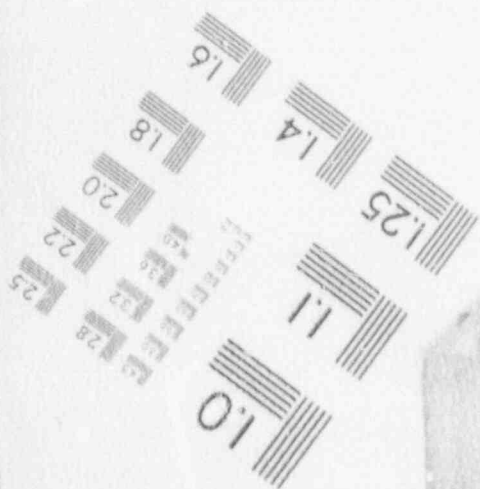
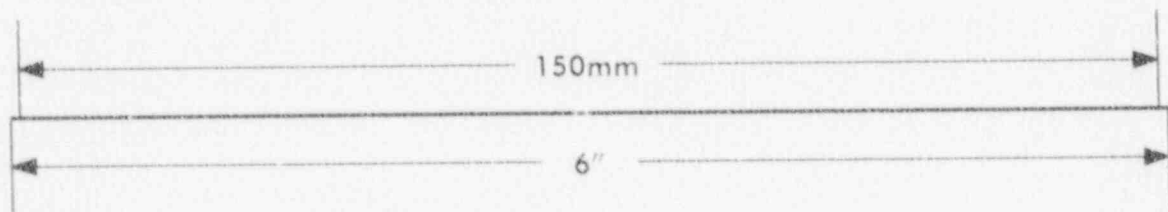
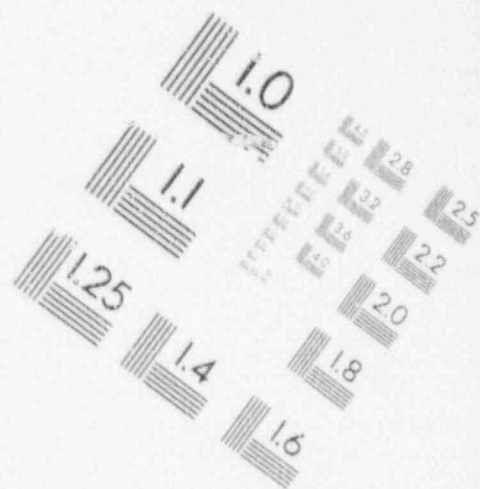
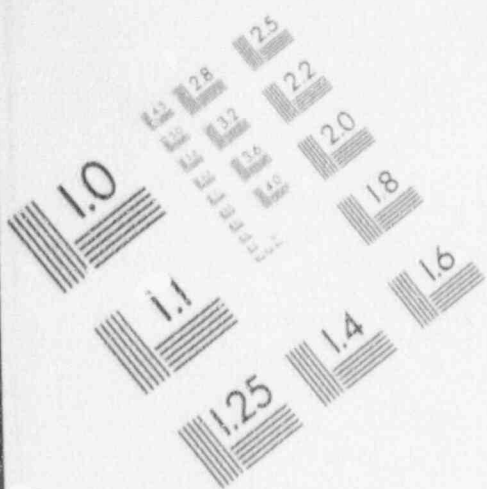
4. INSURING AGREEMENT IV is replaced by the following and INSURING AGREEMENT IV-A added by the "Amendment of Coverage Endorsement for Workers Claims (Facility Form)" continues to apply:

IV LIMITED DEFENSE OF PARTIALLY COVERED CLAIMS OR SUITS

The following provisions apply with respect to any partially covered claim or suit for which the companies' duty to defend has been limited by INSURING AGREEMENT I:

1

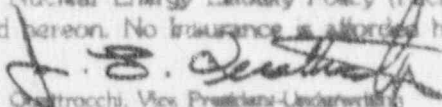
IMAGE EVALUATION TEST TARGET (MT-3)



- (1) The companies will defend the claim or suit unless the companies and the first named insured mutually agree on a different defense arrangement. By making such a defense, the companies shall not be considered as having waived their rights under this policy to deny payment or reimbursement of the items not covered.
 - (2) As soon as practicable, the first named insured, acting on behalf of all insureds, and the companies shall endeavor to reach an equitable arrangement for handling the defense and sharing the costs thereof.
 - (3) The companies' share of defense costs shall not exceed the portion of the total defense costs that represents the costs which would be reasonably and necessarily incurred in the defense of the claim or suit in the absence of any claim or demand for the items not covered.
 - (4) The companies shall have a right to contribution from the first named insured for all defense costs as they are incurred in excess of the amount of the companies' share, including reimbursement by the first named insured of all such excess costs paid by the companies.
5. In EXCLUSIONS (d) and (e), and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 6. EXCLUSION (f) is replaced by the following exclusion:
[This policy does not apply:]
(f) to on-site property damage;
 7. In CONDITION 3, and in all endorsements to this policy modifying the dollar amount of the limit of liability stated in Item 4 of the declarations, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."
 8. In CONDITION 4, and in all endorsements to this policy modifying the dollar amount of the total aggregate liability of the companies with respect to a common occurrence:
 - (a) the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage"; and
 - (b) the words "bodily injury and property damage" are replaced by "bodily injury, property damage and environmental damage."
 9. In CONDITIONS 5, 11, 15 and 18, and in all endorsements to this policy relating thereto, the words "bodily injury or property damage" are replaced by "bodily injury, property damage or environmental damage."

10. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under this policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

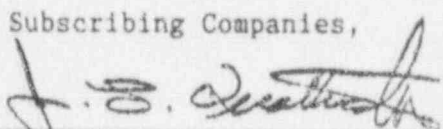
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated herein. No insurance is afforded hereunder.


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

Effective Date of this Endorsement January 1, 1990 To form a part of Policy No. MF-74
12:01 A. M. Standard time

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

Date of Issue November 16, 1990 For the Subscribing Companies,

By 

Endorsement No. 81 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

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

J. S. DeWitt
JOHN S. DEWITT
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. N-48
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By *W. H. ...*
President

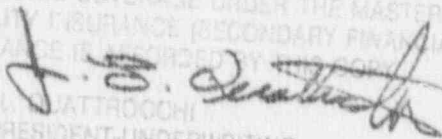
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

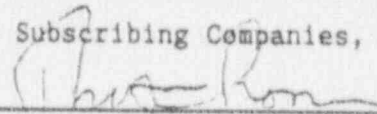
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO
INSURANCE IS ISSUED BY THIS COMPANY



JOHN L. MATTROOCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. N-48
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By 
PRESIDENT

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. N-48 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977, are amended as follows:

a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-48.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. N-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

By 
PRESIDENT

Endorsement No. 19

Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of its being added as a named insured in Certificate No. N-48 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. N-48, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. N-48 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSURED UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. N-48 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Blount
Assistant Secretary

Named Insured:

ENERGY OPERATIONS, INC.

(Named Insured - Type or Print)

By G. E. Harder

(Signature of Officer)

G. E. Harder

Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, ENDORSING THE NAMED DESIGNATED PERSON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS ISSUED.

J. B. DeMatteis
JOHN L. DEBROGHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No N-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

By [Signature]
PRESIDENT

Endorsement No 20

Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

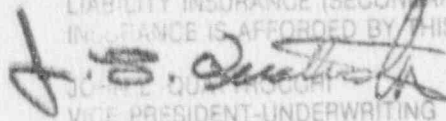
(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

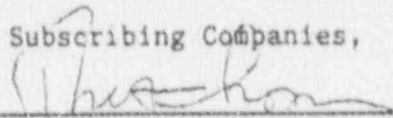
Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$51,266,250.

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


J. S. Quattrocchi
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. N-68
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By 
President

Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

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

J.S. Trotter
JOHN L. O'NEILL TROTTER
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. N-68
12:01 A. M. Standard time

Issued to Arkansas Power & Light Company

Date of Issue March 23, 1990 For the Subscribing Companies,
By *John Trotter*
PRESIDENT

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-63
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. N-68 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978, are amended as follows:

a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. N-68.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. N-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

By 
PRESIDENT

Endorsement No. 19

Countersigned by _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE AND AS THE POLICY DESIGNATED HEREON, FOR INSURANCE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE BY THIS COMPANY.
JOHN B. DeLoach
VICE PRESIDENT AND CHIEF WRITING
AMERICAN NUCLEAR INSURERS

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. N-68 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. N-68, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Nuclear Energy Liability Insurance Association (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. N-68 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. N-68 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Blount
Assistant Secretary

Named Insured:

ENTERGY OPERATIONS, INC.

(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

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

John B. ...
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No N-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies
By [Signature]
PRESIDENT

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$14,883,750.

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

J. S. Deatrich
V.P. PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 20, 1988 To form a part of Certificate No. M-48
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By *J. S. Deatrich*

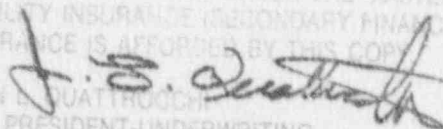
Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

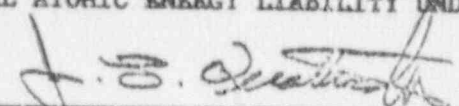
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.


JOHN L. QUATTRONE
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. M-48
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
By 

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. M-48 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977, are amended as follows:
 - a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, ainc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

- b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-48.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. M-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. S. Seratosh

Endorsement No. 19 Countersigned by _____

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE BEARING THE NUMBER DESIGNATED HEREON FOR INSURANCE UNDER THE MASTER POLICY-NUCLEAR ENERGY LIABILITY (SECONDARY FINANCIAL PROTECTION) INSURANCE IS ACCORDING TO THE TERMS OF THE POLICY.
JOHN J. MATTHEWS
VICE PRES. GEN'L UNDERWRITING
AMERICAN NUCLEAR INSURERS

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-48
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. M-48 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Arkansas Power & Light Company and the undersigned are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. M-48, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on August 1, 1977 and as amended. The undersigned does hereby covenant with and is held and is firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. M-48 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. M-48 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Joseph L. Stewart
Assistant Secretary

Named Insured:

ENTERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

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

J. B. Scatena
JOHN L. TROTTI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No M-48
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. B. Scatena

Endorsement No 20 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1988:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

(c) to bodily injury or property damage

(1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for

(i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or

(ii) the application of Insuring Agreement IV, "Application of Policy" of the primary financial protection, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and

(2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage caused by an extraordinary nuclear occurrence.

II.) Item 4.(b) of the certificate is deleted.

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

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$14,883,750.

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

J. B. Quattrocchi
JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement August 2, 1988 To form a part of Certificate No. M-68
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By *J. B. Quattrocchi*

Endorsement No. 17 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(Secondary Financial Protection)

1. In paragraph (c) on Pages 1 and 2 of the certificate, and in all endorsements to the certificate relating thereto, the words "bodily injury or property damage" are amended to read "bodily injury, property damage or environmental damage".
2. This endorsement applies to all claims for damages, costs, expenses or other relief or recovery for which coverage is sought under the policy, and which are first made in writing against any insured on or after the effective date of this endorsement stated below.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
CERTIFICATE RELATING TO THE ENDORSEMENT STATED HEREON FOR
INSURANCE COVERAGE UNDER THE MASTER POLICY-NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INSURANCE IS BEING ISSUED.
J. S. Trotocchi
JOHN L. TROTOCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of this Endorsement January 1, 1990 To form a part of Certificate No. M-68
12:01 A.M. Standard time

Issued to Arkansas Power & Light Company

Date of issue March 23, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

J. S. Trotocchi

Endorsement No. 18 Countersigned by _____

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

It is agreed that:

1. On and after the Effective Date stated below, the "Declarations" which are part of Certificate No. M-68 which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978, are amended as follows:

a. In Item 1, "Named insureds and addresses", of such Declarations, the named insureds are amended to read, namely

Entergy Operations, Inc.
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

Arkansas Power & Light Company
c/o Entergy Services, Inc.
Risk Management Policy
P. O. Box 61000
New Orleans, Louisiana 70161

b. In Item 6, "Certificate Period", of such Declarations, the Certificate Period remains unchanged for Arkansas Power & Light Company, but the Certificate Period applicable to Entergy Operations, Inc. and Arkansas Power & Light Company begins on the effective date stated below and continues the remainder of the period described in said Item 6.

2. This endorsement amends none of the other provisions of the "Certificate of Insurance, Declarations and Bond for Payment of Retrospective Premiums" of said Certificate No. M-68.

Effective Date of this Endorsement June 5, 1990 To form a part of Certificate No. M-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990

For the Subscribing Companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By J. S. DeMatteis

Endorsement No. 19

Countersigned by _____

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY/NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION), NO. M-68, ISSUED BY ENTERGY SERVICES, INC. AND ARKANSAS POWER & LIGHT COMPANY TO ENTERTAINMENT WEEKLY, INC. ON JUNE 5, 1990.
 JOHN L. MATTRECCCHI
 VICE PRESIDENT-UNDERWRITING
 AMERICAN NUCLEAR INSURERS

Nuclear Energy Liability Insurance
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M-68
FORMING PART OF MASTER POLICY NO. 1
NUCLEAR ENERGY LIABILITY INSURANCE
(SECONDARY FINANCIAL PROTECTION)

In consideration of Entergy Operations, Inc. being added as a named insured in Certificate No. M-68 by Endorsement thereto and issued concurrently herewith, Entergy Operations, Inc. hereby executes the following Bond:

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned does hereby acknowledge that Entergy Operations, Inc. and Arkansas Power & Light Company are named insureds under Master Policy No. 1 described in the Certificate of Insurance and Declarations of Certificate No. M-68, which was issued to and signed by Arkansas Power & Light Company with a certificate period beginning on July 17, 1978 and as amended. The undersigned does hereby covenant with and is bound and is firmly bound to the subscribing members of Mutual Atomic Energy Liability Underwriters (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the terms of Master Policy No. 1, or it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in Master Policy No. 1 from the date payment thereof is specified to be due the companies in a written notice to the first named insured, as provided in Condition 2 of Master Policy No. 1 until paid.

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts.

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond or (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of Master Policy No. 1 relating to such covenants or provisions.

For the purpose of recording this agreement a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

THE ABOVE BOND FORMS A PART OF MASTER POLICY NO. 1. CANCELLATION OR TERMINATION OF MASTER POLICY NO. 1 OR CERTIFICATE NO. M-68 SHALL NOT AFFECT THE OBLIGATIONS OF THE NAMED INSUREDS UNDER MASTER POLICY NO. 1 OR THE BONDS TO PAY THE RETROSPECTIVE PREMIUMS AND ALLOWANCES FOR PREMIUM TAXES AS PROVIDED IN CERTIFICATE NO. M-68 AND CONDITION 2 OF MASTER POLICY NO. 1.

IN WITNESS WHEREOF, the undersigned named insured has caused this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective from and after the date stated below, eastern standard time.

Attest or Witness

Named Insured:

Joseph L. Blount
Assistant Secretary

ENERGY OPERATIONS, INC.
(Named Insured - Type or Print)

By G. E. Harder
(Signature of Officer)

G. E. Harder
Vice-President-Accounting & Treasurer
(Type or Print Name & Title of Officer)

Date: October 30, 1990

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

J. B. Quatrone
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement June 5, 1990 To form a part of Certificate No M-68
12:01 A.M. Standard Time

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

Date of Issue July 11, 1990 For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
By J. B. Quatrone

Endorsement No 20 Countersigned by _____